CORPORATE CREDITOR BILL PAYMENT
SERVICE AGREEMENT

To: **Royal Bank of Canada** ("**RBC**")

The undersigned (the "**Corporate Creditor**") accepts RBC's offer to provide it with its corporate creditor bill payment service (the "**Service**") and agrees that such Service will be conducted in accordance with the terms and conditions set out on the following pages and the operating guide (the "**RBC Corporate Creditor Bill Payment Service Client Guide**") (collectively, as amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**").

The undersigned acknowledges and agrees that prior to providing this Service, RBC will require it to execute a Creditor Enrolment Form, as hereinafter defined, which Creditor Enrolment Form will become part of this Agreement. RBC will also require the Corporate Creditor to provide the information requested on Schedule B: Additional Requirements.

The Corporate Creditor authorizes the following individual to receive from RBC any software and any security devices, including codes and passwords relating to the Service, to determine and set levels and limits of authority applicable to individual security devices.

_____
Name or Title

_____
Address and E-mail Address

_____
Telephone Number and Facsimile Number

DATED this _____ day of _____, 20_____.

_____
CORPORATE CREDITOR NAME

Signature:

_____

Name:

_____

Title:

_____

Signature:

_____

Name:

_____

Title:

_____

I/We have authority to bind the Corporation.

CORPORATE CREDITOR PAYMENT AGREEMENT
SCHEDULE A: TERMS AND CONDITIONS

1. **Definitions**

"Best Practice Document for Billers" refers to the guidelines developed for billers, including recommendations for timelines for billing payments and value-dating practices.

"Business Day" means any day, other than Saturday, Sunday or a statutory holiday, on which RBC is open.

"CPA" means the Canadian Payments Association created by the *Canadian Payments Association Act*, R.S.C. 1985, c. C-21, as amended.

"CPA Rules" means the rules and standards set by the CPA and which are applicable to the Service including, without limitation, Rule H6 pertaining to the Inter Financial Institution Exchange of Bill Payment Remittances for the Purpose of Clearing and Settlement (Parts I and II).

"Corporate Creditor" means any business, association, government or other entity that accepts Remittance Amounts under this Service.

"Corporate Creditor Identification Number" or "CCIN" means the identification number issued by the CPA to the Corporate Creditor for the purpose of processing payments.

"Creditor Enrolment Form" means the corporate creditor bill payment service enrolment form required by RBC from the Corporate Creditor prior to enrolment in the Service.

"Electronic Data Interchange" or "EDI" means the computer-to-computer electronic exchange of business documents in the format prescribed by the CPA Rules.

"Electronic Communication" means any communications by telecommunication or electronic transmission, including but not limited to those sent by telex, facsimile, telephone, TWX, bank wire, EDI or email.

"FI" means financial institution.

"Implementation Documents" means the Creditor Enrolment Form, Money Service Business Questionnaire and if required, the Pre-Authorized Debit Agreement.

"**Intellectual Property"** means all licences, patents, trademarks, copyrights, industrial designs, software and other industrial or intellectual property used or proposed to be used in connection with the Service.

"Invoice" means any paper-based or electronically presented document, including without limitation, a bill, invoice or any statement issued by the Corporate Creditor to its customers, as a request for payment.

"MCA" has the meaning given in Section 28.

"Money Service Business" or "MSB" means any business involved in any of the following activities: (i) currency dealer or exchangers (ii) cheque cashers (iii) money transmitters (iv) issuer, seller or redeemer of traveler's cheques, drafts, money orders or any stored value medium, (iv) payment service providers ("PSPs") or (v) any other business that meets criteria set by RBC, in its sole and absolute discretion.

"Money Service Business Questionnaire" means the questionnaire that may, in RBC's sole and absolute discretion, be required to be completed by the Corporate Creditor.

"Payment Date" means the day on which the Payor delivers a Remittance Amount to its Payor FI subject to such Payor FI's daily cut-off times for accepting payments.

"Payor" means a customer of the Corporate Creditor, or someone acting on his/her/its behalf that delivers a Remittance Amount to a Payor's FI.

"Payor Identifier Number" means the number assigned by the Corporate Creditor to the account of the Payor used to identify the Payor to the Corporate Creditor.

"Person" means any individual, corporation, co-operative, partnership, governmental body, association or unincorporated organization.

"Pre-Authorized Debit Agreement" or "PAD" means the agreement referred to in Section 3.

"Remittance" means that portion, if any, of any Invoice that conforms to CPA Rules or the electronic data that is submitted to the Payor's FI by the Payor along with payment and which itself becomes a credit item representing value when subsequently exchanged by the Payor's FI.

"Remittance Amount" means the monetary amount, in Canadian dollars, submitted by the Payor in payment of an Invoice, transfer of funds or any other payment owed by the Payor to the Corporate Creditor.

"Remittance Information" means the information contained in the Remittance and any other data and information, agreed to, pursuant to the terms of this Agreement.

"Restricted Business" means any entity, or entity controlled directly or indirectly by an entity, that owns or operates an internet and/or on-line gambling site or is a business engaged in or associated with an improper, illegal or unlawful activity or any other business that RBC may, in its sole and absolute discretion, determine is a restricted business.

"Reviewable Business" means any MSB or other business that, in RBC's sole and absolute discretion, is considered to be a high-risk business.

"**Rule H6**" means rules created by Payments Canada pertaining to the inter-FI exchange of bill payment remittances of the purpose of clearing and settlement.

"Service" means the service described in Section 2.

2. **Corporate Creditor Bill Payment Service**

The Corporate Creditor and RBC hereby agree that RBC is hereby designated as a Payor FI for the purpose of the Service provided hereunder which shall be conducted in accordance with the applicable CPA Rules.

RBC shall accept Remittance Amounts through telephone banking, on-line banking and any other channel that a third party bill payment provider may offer from time to time. RBC shall remit all Remittance Amounts, in accordance with Section 5 below, to the Corporate Creditor, provided sufficient funds or credit are available to the Payor.

For any CCIN that the Corporate Creditor utilizes when RBC is acting as the Payee FI (as defined in the CPA Rules), the Corporate Creditor agrees that during the term of this Agreement, it shall not enter into any other Agreement for the Service provided hereunder using the same CCIN.

3. **Fees and Charges**

The Corporate Creditor shall be solely responsible for all fees and expenses established by RBC from time to time for the Service or arising under or in connection with the Service. The Corporate Creditor agrees and authorizes RBC to automatically debit, by mechanical, electronic or manual means, its account with RBC or its account at another financial institution, on a monthly basis for such fees and expenses. At the request of RBC, the Corporate Creditor agrees to execute and deliver to RBC, RBC's form of Pre-Authorized Debit Agreement. The Customer acknowledges and agrees that failure to do so within thirty (30) days of the request may result in termination of the Service

If the Corporate Creditor provides notice in writing to RBC that it is terminating its PAD, RBC may in its sole and absolute discretion terminate the Service by providing 90 days written notice to the Corporate Creditor. The Corporate Creditor shall pay all outstanding fees and expenses upon termination of the Service.

4. **Payment Date**

a. The Corporate Creditor acknowledges and agrees that RBC shall process all Remittance Amounts in accordance with this Agreement notwithstanding the date or amount of an Invoice, if any, provided by the Corporate Creditor.

b. The Corporate Creditor acknowledges and agrees that the Remittance Amount shall be deemed by it to have been paid on the Payment Date pursuant to Rule H6, notwithstanding the date the Corporate Creditor actually receives the Remittance Amount and Remittance Information from RBC. RBC shall not be responsible for any late charges, penalties or interest the Corporate Creditor may be entitled to charge the Payor based on their Payment Date and/or Remittance Amount.

5. **Delivery Methods**

a. RBC is directed to deliver all Remittance Information to the Corporate Creditor, its financial institution or other Persons by way of EDI transmission, facsimile transmission or e-mail message or any other channel that may be delivered by RBC as specified by the Corporate Creditor in the Creditor Enrolment Form. This data and information will include, without limitation, the Corporate Creditor's name, the Payor's name and Payor Identifier Number, the Remittance Amount, the Payment Date and may include the date the Remittance and Remittance Amount were received by RBC. The Corporate Creditor is solely responsible to inform its financial institution, the Payors and other relevant Persons that it has instructed RBC to send the Remittance Information and Remittance using the methods noted above. Without limiting the generality of the foregoing, the Corporate Creditor acknowledges that such Remittance Amounts and Remittance Information may be delivered using unsecured methods and that privacy and confidentiality cannot be ensured and further that any unprotected e-mail communication over the Internet is, as with communication via any other medium (e.g. cellular phones, post office mail, etc.), not confidential, subject to possible interception or loss, and subject to possible alteration.

b. The Corporate Creditor acknowledges and agrees that it shall use its CCIN provided to RBC only in connection with the Remittances and shall not use it for any other purposes which does, or is likely to interfere with the processing of Remittances and any other payment items.

c. RBC will not be responsible for any unauthorized access to Remittance Amounts and Remittance Information or for any loss or damage suffered or incurred by the Corporate Creditor, its financial institution, the Payors or other relevant Persons with respect thereto, except where there has been negligence on the part of RBC.

6. **Reporting**

a. The Corporate Creditor shall carefully review all Remittance Amounts and Remittance Information delivered by RBC in accordance with this Agreement and, within five (5) Business Days of delivery thereof by RBC, the Corporate Creditor shall notify RBC in writing of any errors or omissions with respect thereto including, without limitation, any invalid, incorrect or duplicate payments or Remittance Amounts or Remittance Information which the Corporate Creditor is unable to otherwise verify, any detail irregularities relating to the Remittance Amounts or Remittance Information (including invalid or incorrect Payor Identifier Numbers), any problems reconciling the Remittance Amounts to deposits made to the Corporate Creditor's account. The Corporate Creditor agrees to promptly return to RBC, in full without deduction, any amounts received by it in error.

b. The Corporate Creditor agrees and authorizes RBC to debit its account with RBC or its account at another financial institution for amounts owing as a result of any errors or omissions or, in the alternative, RBC shall have the right to deduct such amounts from the next remittance of Remittance Amounts to the Corporate Creditor under this Agreement.

c. Subject to Sections 6a and 6b above, the Corporate Creditor agrees that all Remittance Amounts and Remittance Information delivered to it in accordance with this Agreement are correct and that RBC's records relating thereto shall be accepted as conclusive evidence of the information received by RBC and the transactions between the Payor, RBC and the Corporate Creditor.

7. **Electronic Communication**

a. Any electronic communication that RBC receives from or in the name of the Corporate Creditor will be considered to be duly authorized and binding upon the Corporate Creditor and RBC will be authorized to rely and act upon any such communication. In this connection: (i) RBC will be entitled to rely upon any signature appearing on a facsimile transmission that purports to be a signature of the Corporate Creditor or of a representative of the Corporate Creditor; and (ii) the Corporate Creditor recognizes that possession of a security device (including a security card, a security code or a password) by any Person may result in that Person having access to and being able to use the relevant means of electronic communication.

b. The Corporate Creditor will comply with any security procedures prescribed by RBC for electronic communication with RBC and will take any other steps reasonably necessary to prevent unauthorized access to and use of means of electronic communication with RBC.

c. A copy of the permanent record of RBC regarding any electronic communication will be admissible in any legal, administrative or other proceedings as conclusive evidence as to the contents of those electronic communications in the same manner as an original document in writing, and the Corporate Creditor waives any right to object to the introduction of any such copy in evidence.

8. **Responsibility for Payors**

a. The Corporate Creditor shall be solely responsible for all enquiries, requests, questions, complaints, disputes and other issues from Payors and other Persons arising as a result of, or relating to, the Service.
b. The Corporate Creditor acknowledges and agrees that upon receipt of a Bill Payment Correction Debit Request from a Payor, the Corporate Creditor will respond to the request within thirty (30) calendar days. The Corporate Creditor acknowledges the importance of timely responses to such requests.

9. **Compliance with Laws**

The Corporate Creditor shall be solely responsible for complying with the applicable CPA Rules and all other laws, rules, regulations, guidelines and procedures applicable to the Service.

10. **Nature of Corporate Creditor's Business**

The Corporate Creditor represents, warrants and covenants that:

a. it is a corporation duly incorporated, organized and validly existing under its laws of incorporation and the execution, delivery of and performance by it of the obligations contained in this Agreement are within its powers, have been duly authorized by all necessary actions on its part and do not and will not conflict with its present constating documents and by-laws;

b. this Agreement, and for greater certainty, the indemnities contained within, constitute legal, valid and binding obligations of the Corporate Creditor, enforceable against it in accordance with their terms;

c. all information set forth in the Implementation Documents or otherwise provided to RBC from time to time in connection with the Service is and will continue to be true, complete and accurate in all respects; and

d. it will provide RBC, within at least thirty (30) days, notice of any change to such information, including without limitation any change to the business or service provided by the Corporate Creditor.

If as a result of such notice provided in Subsection 10 (d) or for any other reason RBC believes that the business or service has become a Restricted Business, RBC may terminate this Agreement without prior notice. If as a result of such notice or for any other reason RBC believes that the business or service is or has become a Reviewable Business, RBC may in its sole and absolute discretion (i) require further due diligence be conducted, including without limitation, completion of a Money Service Business Questionnaire by the Corporate Creditor (ii) require additional periodic reporting by the Corporate Creditor to RBC and reviews by RBC or (iii) terminate this Agreement without prior notice. The Corporate Creditor acknowledges and agrees that it shall be responsible for any all costs related to any due diligence conducted by RBC including without limitation that required pursuant to this Section 10.

11. **Passwords**

The Corporate Creditor acknowledges and agrees that it, or any party that it provides service to, shall not ask its customers to disclose or provide to them, or any of its agents, their login id/passwords or other private information used to access their financial institution's online or telephone banking services. In the event that such information is requested from any customer, RBC may, without prior notice terminate this Agreement and the Service to the Corporate Creditor.

12. **Disclosure of Information**

RBC may collect credit and other Information, as defined below, about the Corporate Creditor from any source, including from the Corporate Creditor, service arrangements the Corporate Creditor makes with or through RBC, registries, credit reporting agencies and other financial institutions, references the Corporate Creditor provides to RBC and other sources RBC deems appropriate. The Corporate Creditor agrees that RBC may use such Information to (i) verify and investigate its background (ii) establish and maintain a banking relationship with the Corporate Creditor (iii) promote RBC's services to the Corporate Creditor (iv) maintain the accuracy and integrity of Information held by a credit reporting agency and (v) as required or permitted by law. The Corporate Creditor agrees that RBC may share Information with its employees, agents and service providers, who are required to maintain the confidentiality of this Information, with other financial institutions, with Persons with whom the Corporate Creditor has or may have a financial or other business dealings and give credit, financial and other related information to credit reporting agencies who may share it with others. The Corporate Creditor agrees that RBC may share Information with third party bill payment providers having an agreement with RBC to process such payments. The Corporate Creditor agrees that RBC may, where permitted by law, share Information with other companies under RBC Financial Group. For purposes of this Section 12, "Information" shall mean the Corporate Creditor's information. It includes information establishing the Corporate Creditor's identity and background, information related to transactions arising from the Corporate Creditor's relationship with and through RBC and from other financial institutions, information the Corporate Creditor provides on the Implementation

Documents or any other application for any product or service RBC provides, information obtained for the use of this Service; information for the provisions of products and services, information about financial behaviour such as the Corporate Creditor's payment history and credit worthiness, and information obtained from others with the Corporate Creditor's consent.

13. **Intellectual Property**

RBC is the sole owner or licensee of all Intellectual Property and RBC or the licensor shall retain all ownership rights in such Intellectual Property. RBC shall have no obligation to the Corporate Creditor for the infringement of any Intellectual Property, unless arising as a result of the negligence or willful misconduct of RBC. For greater certainty, the Corporate Creditor shall acquire no rights whatsoever related to the Intellectual Property and shall not copy, use or display the Intellectual Property in any manner whatsoever without the prior written consent of RBC, including, without limitation, any Intellectual Property containing "RBC**"**.

The Corporate Creditor acknowledges that as part of this Service, RBC will require a copy of its Invoice so as to facilitate enrolment and the Corporate Creditor hereby grants RBC, a license permitting any use by RBC of the Invoice and any trademark or logo appearing on the said Invoice for the purpose of rendering the Service contemplated in this Agreement.

14. **Disclaimer of Liability**

It is agreed by the parties hereto that RBC shall not be responsible or liable for any losses, liabilities, costs, claims, damages, taxes, fees or expenses (including legal and other professional fees and disbursements) or otherwise arising under or in connection with this Agreement and/or the Service, except where attributable solely to the negligence or wilful misconduct on the part of RBC, and in any such case shall not be responsible or liable for any indirect, consequential, special or exemplary damages (including, but not limited to, loss of profits), regardless of the cause of action**.** In no event shall RBC's liability to the Corporate Creditor exceed the aggregate amount of fees and charges paid by the Corporate Creditor to RBC in the preceding six (6) months for the Service provided hereunder or other amounts due to RBC.

For greater certainty, without limiting the generality of the foregoing, in no event shall RBC be responsible or liable for any loss, liability, costs, claims, damages, taxes, fees or expenses (including legal and other professional fees and disbursements) or otherwise arising under or in connection with any of the following:

i. the communication facilities that are not under RBC's control that may affect the timeliness, completeness or accuracy of the transactions or that may prevent the retrieval or presentment of any information;

ii. the Corporate Creditor's failure to fulfill any of its obligations under this Agreement or to comply with any instructions RBC may provide to it from time to time in connection with the Service;

iii. the transmission of viruses or other destructive or contaminating properties and any related damage to the Corporate Creditor's computer system;

iv. the actions of, or failure to act by, any third party (and no third party will be considered to be acting as an agent for RBC); except if said third party is acting under specific instructions from RBC;

v. inaccuracies in or inadequacies of any information furnished to RBC in connection with the Service;

vi. any failure to comply with any laws, rules, regulations, guidelines and procedures applicable to the Service including, without limitation, the processing of, or failure to process, any bill payments or Remittance Information which do not comply with any such laws, rules, regulations, guidelines and procedures or RBC's internal policies or procedures; or

vii. any failure by RBC to perform or fulfill any of its obligations under this Agreement due to any cause beyond RBC's control.

15. **Indemnity**

The Corporate Creditor hereby covenants and agrees to defend, pay, indemnify and hold harmless RBC, its directors, officers, employees and agents, from and against any and all loss, liability, costs, claims, damages, taxes, fees and expenses (including all legal and other professional fees and disbursements) it may suffer, incur or be under or that may be brought against RBC, its directors, officers, employees and agents, by whomsoever made or brought by reason of or in any

way arising under or in connection with this Agreement and/or this Service, unless arising from the negligence or willful misconduct of RBC, its directors, officers, employees and agents.

16. **Independent Parties**

The parties are and will at all times remain independent and are not and will not represent themselves as the agent, joint venturer or partner of the other party or as being related to the other party. No representations or warranties will be made or acts taken by either party which could establish any apparent relationship of agency, joint venture or partnership with the other party.

17. **No Fiduciary Obligations**

Nothing in this Agreement shall constitute any party to this Agreement a fiduciary in relation to the other party to this Agreement.

18. **Third Parties**

The Corporate Creditor acknowledges and agrees that RBC may engage its affiliates and other Persons in connection with the performance of all or any part of the Service on its behalf**.**

19. **Termination**

a. The Corporate Creditor acknowledges and agrees that RBC may, in its sole and absolute discretion and without prior written notice to any Person, suspend for such period of time as RBC deems necessary or appropriate, the Corporate Creditor's use of this Service or terminate the Service in whole or in part if the Corporate Creditor breaches this Agreement or in the event of any of the following:

   i. if the CCIN is revoked by the CPA pursuant to CPA Rules;

   ii. if RBC shall be unable for any reason to debit the Corporate Creditor's account for fees and charges or otherwise as contemplated under this Agreement;

   iii. if twelve (12) months have elapsed without use of the Service;

   iv. the Corporate Creditor's use of the Service results in, or could reasonably be expected to result in, a violation of any law, rule, regulation, guideline or procedure including, without limitation, any non-compliance issue for RBC or any other Person affected by the Service; or

   v. the Corporate Creditor makes a general assignment for the benefit of creditors or a proposal or arrangement under any bankruptcy or insolvency Law, if a petition is filed against the Corporate Creditor under any applicable bankruptcy or insolvency law, if the Corporate Creditor shall be declared or adjudicated bankrupt or insolvent or seeks relief from or protection against creditors, if a liquidator, receiver, interim-receiver, receiver and manager, trustee in bankruptcy, customer or any other officer with similar powers shall be appointed of or for the Corporate Creditor, if the Corporate Creditor shall commit any act in furtherance of the foregoing or admit inability to pay debts generally as they become due.

   Suspension or termination of the Service hereunder as aforesaid will not terminate, negate or lessen any of the Corporate Creditor's responsibilities or obligations under this Agreement and suspension or termination of the Service will not impair any of RBC's rights under this Agreement.

   Subject to Sections 3, 10, 11 and 19(a) either party may terminate this Agreement on ninety (90) days' prior written notice to the other party.

c. The Corporate Creditor acknowledges and agrees that upon notice of termination to RBC, RBC may, in its sole discretion, refuse to enrol further Payor accounts on the Service. The Corporate Creditor further acknowledges and agrees that it shall be solely responsible for advising all of its' Payors of any such termination of this Agreement.

d. Sections 12,13,14 and 15 of this Agreement shall continue and survive any termination of this Agreement.

20. **Implementation Documents**

The Corporate Creditor acknowledges and agrees that the Implementation Documents, once executed, shall form part of this Agreement and that the terms of this Agreement shall, to the extent applicable, apply to the Implementation Documents.

21. **Notice**

Any notice to be given under this Agreement shall be given, by delivering it to the primary contact named in the Creditor Enrolment Form at the address and through the means (email, facsimile or regular mail) indicated therein.

22. **Amendments**

From time to time, RBC may change the terms and conditions of this Agreement, and including without limitation the RBC Corporate Creditor Bill Payment Service Client Guide, by providing notice pursuant to Section 21 above at least ninety (90) days' prior to the effective date of the change(s) set out in any such notice. If, after the effective date of the change(s), the Corporate Creditor utilizes the Service in any way, it will be deemed to have received, read and agreed to the change(s).

23. **Successors and Assigns**

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns; provided, however, this Agreement may not be assigned by the Corporate Creditor without the prior written consent of RBC.

24. **Severability**

Any provision of this Agreement that is or becomes unenforceable shall be unenforceable to the extent of such unenforceability without invalidating the remaining provisions hereof. To the extent permitted by applicable Law, each of the parties hereby waives any provision of law that renders any provision hereof unenforceable in any respect.

25. **Paramountcy**

This Agreement shall supercede and replace all prior agreements entered into between the parties hereto with respect to this Service**.**

26. **Facsimile**

This Agreement may be executed and delivered by facsimile transmission and a copy so received shall constitute an original.

27. **Governing Law**

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters pertaining to this Agreement and the Service.

28. **Master Client Agreement for Business Clients**

If the Corporate Creditor has entered a Master Service Agreement for Business Clients ("**MCA**") between RBC and the Corporate Creditor, this Agreement forms part of the MCA.

29. **Language**

The parties acknowledge that they have required that this document 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.

CORPORATE CREDITOR PAYMENT AGREEMENT
SCHEDULE B: ADDITIONAL REQUIREMENTS

Section 1: RBC Service Reference File (SRF) number (list one)	
SRF	

Section 2: Aliases of the Business (list all that apply)	
Aliases	

Section 3: Organizational Structure (select one)			
Sole Proprietorship ☐	Corporation ☐	Partnership ☐	Association ☐
Unincorporated business owned by one person Note: A sole proprietor should not be confused with a sole owner of a corporation	Business name is followed by Corporation, Corp. Incorporated, Inc., Limited or Ltd Includes incorporated not-for-profit organizations Can be sole ownership	Can be a general partnership, limited partnership, or limited liability partnership	A formal association/organization (club/group) of people with similar interests, such as: a society or foundation; an unincorporated charity; or a service organization.

Section 4: Years in Business	
Years in Business	

Section 5: Sample Image of Bill (select one; optional)	
Would you like RBC to display a sample image of your bill when RBC clients enroll? YES ☐ NO ☐	If you choose YES you, the Corporate Creditor (Biller), are agreeing to grant RBC a license permitting any use of its form of invoice/statement, including any of its trademarks, logos or other intellectual property contained thereon, for the purpose of RBC's bill payment services, including for display in RBC's online banking website. This license and agreement is in addition to, and without limitation of, any other license and agreement between the Corporate Creditor and RBC. In addition, the Corporate Creditor shall indemnify and hold harmless RBC for any claims or other liability resulting from such use. RBC, at its sole discretion, may or may not display the GIF image or display the image exactly as provided if the size and format do not conform to our web specifications. Please attach a digital GIF image of your invoice in the email submitting this form to RBC. Please ensure that all data is sample data only- we cannot use a bill containing real customer information.

Section 6: Settlement Information and Payment Reporting
IMPORTANT: RBC can only credit funds to a CDN $ Currency Account

Deposit Account (Virtual Account Option)
Is your deposit account a Virtual Account: YES ☐ NO ☐
Virtual Deposit Account enrolled (transit and account number):

Virtual Transit Number: Virtual Account Number:

Parent Deposit Account enrolled (transit and account number):

Transit Number: Account Number:

<table>
<tr><th colspan="2">Section 7: Payment Reporting Delivery Methods</th></tr>
<tr><td colspan="2">Choose one:
☐ Non-Consolidated Reporting
A "non-consolidated" client is one who chooses to receive their remittance information directly from each participating Financial Institution (FI).

☐ Consolidated Reporting
A "consolidated" client requests that one Financial Institution acts as their lead bank and consolidates both the bill payment remittance information as well as the associated funds from each of the participating FI.</td></tr>
<tr><td>If Non-Consolidated Reporting –
Report Delivery:
☐ Fax [Insert fax # if chosen]
☐ Email (unencrypted) [Insert Email Address]

☐ Portal

Language:
☐ English
☐ French
☐ Both

NOTE: in 2027 RBC will be migrating all fax/email receivers to our online portal.</td><td>If Consolidated Reporting –
Report Delivery:
☐ Flat File Output (RBC business account holders only)
☐ Electronic File Transmission (EDI H6 820 File)</td></tr>
<tr><td></td><td>If Flat File Output –
Would you like to also receive your Business to Business Bill Payment Reporting via Flat File Output?
☐ Yes (Financial EDI (E3) Business to Business Bill Payment Reporting
NOTE: selecting this option will generate a separate Flat File for each of Consumer to Business (H6) and Business to Business (E3) bill payments received) [Add NG ID for E3 file delivery if different than H6]

☐ No

Set Delivery Time:
☐ RBC File Delivery Time
☐ 5:20pm
☐ Both 9:20am and 5:20pm</td></tr>
</table>