



RBC ROYAL BANK SUPPLIER ENABLEMENT TERMS AND CONDITIONS

These RBC Royal Bank Supplier Enablement Terms and Conditions (“**Terms and Conditions**”) set out terms and conditions relating to Supplier Enablement, an optional service provided by Royal Bank of Canada (“**Royal Bank**”) and Supplier Enablement Providers, and available to Customers who have an RBC Commercial Credit Card.

1. DEFINITIONS

All capitalized terms not defined in these Terms and Conditions have the meaning given to them in the Commercial Card Program Services Materials and/or in “Part C – Glossary” of the Legal Terms and Conditions of the Master Client Agreement for Business Clients (“**Legal Terms and Conditions**”), entered into between the Customer and Royal Bank. The rules of interpretation prescribed by the Legal Terms and Conditions also apply.

In addition, for the purposes of these Terms and Conditions, the following defined terms will be used:

“**RBC Commercial Credit Card**” means an RBC Commercial Avion Visa, RBC Commercial Cash Back Visa, RBC Commercial U.S. Dollar Visa or RBC Commercial Visa credit card, in the form of a Physical Card and/or a Virtual Card Number generated from a VPA Account.

“**Supplier Enablement**” means a service to help identify Customer’s Suppliers that may be candidates for RBC Commercial Credit Card acceptance as a method of payment for goods and services purchased by the Customer. Supplier Enablement may include: (i) Customer spend analysis and Supplier identification; and/or (ii) support with communication and outreach to Customer’s Suppliers to help facilitate RBC Commercial Credit Card acceptance by Customer’s Suppliers.

“**Supplier Enablement Information**” means information about Customer’s Suppliers including annual spend with Supplier, number of annual payments to Supplier, payment type, payment currency, payment terms and business contact details for each of Customer’s Suppliers.

“**Supplier Enablement Providers**” means Visa and Moneris Solutions Corporation, and any other service provider engaged to help provide Supplier Enablement.

2. GENERAL TERMS

These Terms and Conditions apply solely to Supplier Enablement. The agreement(s) applicable to Customer Account(s) and RBC Commercial Credit Card(s) are issued separately and continue to apply.

While the Customer is responsible for all Debt owing under its Customer Account(s), Supplier Enablement is offered to the Customer at no extra cost and is in addition to other benefits that come with its Customer Account(s) and RBC Commercial Credit Card(s).

By participating in Supplier Enablement, the Customer represents, warrants, and confirms that it will comply with Canada’s Anti-Spam Legislation (“**CASL**”), including but not limited to, the requirements set out in Schedule A, with respect to all emails or other commercial electronic messages sent as part of Supplier Enablement.

3. COLLECTION, USE AND DISCLOSURE OF SUPPLIER ENABLEMENT INFORMATION

This section supplements the terms and conditions pertaining to the collection, use and disclosure of the Customer’s information set forth in the Commercial Card Program Service Materials and the Legal Terms and Conditions.

To participate in Supplier Enablement, the Customer will provide Royal Bank with Supplier Enablement Information through an Electronic Channel. The Customer confirms, represents, and warrants that any and all necessary consents, approvals, or authorizations from each of its Suppliers have been obtained for the purposes of collecting, using and disclosing Supplier Enablement Information as set out herein and that the Supplier Enablement Information does not contain Confidential Information, the provision of which may be in breach of the Customer’s contractual or other legal obligations towards its Suppliers. To the extent Supplier Enablement Information includes any personal information about an identifiable individual, the Customer confirms that appropriate consents have been provided or obtained in compliance with Applicable Laws, including personal information protection laws, to provide the information and for the information to be collected, used, and disclosed by Royal Bank and Supplier Enablement Providers as set out herein. For clarity, the Customer acknowledges that it is solely responsible for notifying Suppliers and obtaining any and all necessary consents, approvals, or authorizations with respect to its provision of any and all Supplier Enablement Information, including Confidential Information and personal information, to Royal Bank.

To the extent any Supplier Enablement Information constitutes Customer’s information, the Customer hereby consents to Royal Bank’s collection, use, and disclosure of its Supplier Enablement Information for the purposes set out herein.

All Supplier Enablement Information collected by, and provided to, Royal Bank may be used and disclosed for the following purposes: (i) to help identify which of Customer's Suppliers may be candidates for RBC Commercial Credit Card acceptance; (ii) to share initial analysis with the Customer and develop a list of Customer's Suppliers to help inform a Supplier Enablement outreach strategy based on criteria mutually agreed to by the Customer and Royal Bank; (iii) to support the Customer in developing Supplier communications regarding Supplier Enablement and RBC Commercial Credit Card acceptance ("**Communications**"). For these purposes, Royal Bank may share the Supplier Enablement Information with the Supplier Enablement Providers. As part of the Supplier Enablement outreach strategy, Royal Bank and Supplier Enablement Providers may assist the Customer, and Supplier Enablement Providers may communicate with Customer's Suppliers to help facilitate the acceptance of RBC Commercial Credit Cards as a payment method.

4. LIMITATIONS ON LIABILITY OF ROYAL BANK AND INDEMNITY

In addition to the limitations set forth in the Commercial Card Program Service Materials and the Legal Terms and Conditions, Royal Bank is not liable to the Customer for any Losses, including special, indirect or consequential damages relating to Supplier Enablement, the collection, use or disclosure of Supplier Enablement Information, or for the actions or omissions of Supplier Enablement Providers.

Royal Bank is not responsible if, at any time, a Supplier chooses not to accept RBC Commercial Credit Cards as a payment method, nor is Royal Bank responsible for any other problem or Dispute the Customer may have with its Supplier(s) or Supplier Enablement Provider(s) relating to Supplier Enablement.

The Customer will indemnify and hold harmless Royal Bank and the Supplier Enablement Providers for any Losses arising in connection with Supplier Enablement, including but not limited to as a result of: (i) Customer's failure to obtain any necessary consents, approvals, or authorizations from its Suppliers for the provision of Supplier Enablement Information, or (ii) Customer's failure to comply with CASL and/or Schedule A hereto.

5. SUSPENSION OR TERMINATION OF SUPPLIER ENABLEMENT

Royal Bank may decide to suspend or to stop offering Supplier Enablement, in whole or in part, for any reason whatsoever and at any time without prior notice, all in Royal Bank's sole discretion. Upon termination of Supplier Enablement by Royal Bank, these Terms and Conditions will automatically terminate.

The Customer may terminate its participation in Supplier Enablement at any time by giving Royal Bank a written notice, or as otherwise mutually agreed to in writing by the parties. Also, the closure of the Customer's RBC Commercial Credit Card account, either by Royal Bank or the Customer, will automatically terminate these Terms and Conditions.

6. MISCELLANEOUS

- (a) Amendments. Royal Bank reserves the right to add, remove or amend any part or feature of Supplier Enablement at any time without notice to the Customer. Royal Bank may at any time amend, supplement, restate, or otherwise change these Terms and Conditions and/or Schedule A by giving the Customer a notice of the change by email or by other reasonable means. If the Customer requests the Supplier Enablement services after the date of the notice of change or effective date of the change, whichever is later, the Customer will be deemed to have agreed and consented to the change. If any change is not acceptable to the Customer, the Customer must contact Royal Bank for assistance. The Customer agrees to be bound by the latest version of these Terms and Conditions made available through the "Credit Card Documentation" webpage on the RBC Royal Bank website, at: rbc.com/carddocs, or otherwise provided to Company. Company agrees to regularly review these and any notice of change outlined above.
- (b) Severability. If any provision of these Terms and Conditions or Schedule A is invalid or unenforceable in any circumstances, its application in any other circumstances and the remaining provisions of the Terms and Conditions will not be affected thereby.
- (c) Entire Agreement. These Terms and Conditions and Schedule A constitute the entire agreement and understanding of the parties relating to Supplier Enablement.
- (d) Waiver of Breach. No waiver by Royal Bank of any breach of the Terms and Conditions or Schedule A will constitute a waiver of any other breach of the same or other provisions of the Terms and Conditions. No waiver by Royal Bank will be effective unless made in writing and signed by Royal Bank.
- (e) Headings. Any headings of sections herein are for convenience only and do not affect in any way the scope, intent or meaning of the provisions to which they refer.

7. EXPRESS CONSENT

By signing these Terms and Conditions and Schedule A, the Customer confirms that the Customer: (i) has read these Terms and Conditions and Schedule A, (ii) agrees to and accept all of their terms, and (c) is requesting the benefits and services of Supplier Enablement, effective as of the Effective Date indicated below.

8. AUTHORIZATION AND EXECUTION

If more than one Authorized Person is signing below, each one of them confirms having the power and authority to sign these Terms and Conditions on behalf of the Customer and to legally bind the Customer.

If only one Authorized Person is signing below, such Authorized Person confirms having the power and authority to sign these Terms and Conditions on behalf of the Customer and to legally bind the Customer, in each case, acting alone.

Effective Date: _____

Customer's Legal Name: _____

X

Authorized Person's Signature

Authorized Person's Name: _____

Authorized Person's Title: _____

X

Authorized Person's Signature

Authorized Person's Name: _____

Authorized Person's Title: _____

X

Authorized Person's Signature

Authorized Person's Name: _____

Authorized Person's Title: _____

X

Authorized Person's Signature

Authorized Person's Name: _____

Authorized Person's Title: _____

SCHEDULE A

COMPLIANCE WITH CANADA'S ANTI-SPAM LEGISLATION

1. Definitions and Application.

(a) Capitalized terms used in this Schedule A are defined as follows:

- i. **"Agreement"** means these Terms and Conditions between the Customer and Royal Bank.
- ii. **"Authority"** means the Canadian Radio-Television and Telecommunications Commission ("**CRTC**") and any similar or replacement body with authority to administer and enforce Canada's Anti-Spam Legislation.
- iii. **"Canada's Anti-Spam Legislation" (CASL)** means, collectively, *"An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-Television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act"*, S.C. 2010, c. 23, along with its associated regulations, (A) the *Electronic Commerce Protection Regulations (CRTC)*; and (B) the *Electronic Commerce Protection Regulations (Industry Canada)*.
- iv. **"CEM"** means Commercial Electronic Message.
- v. **"Commercial Electronic Message"** has the meaning defined in Canada's Anti-Spam Legislation and for greater clarity, includes marketing, promotional or advertising messages about products or services or a person who offers products or services, or messages intended to encourage the participation in a commercial activity.
- vi. **"Electronic Address"** means an address used in connection with the transmission of an Electronic Message to (A) an electronic mail account; (B) an instant messaging account; (C) a telephone account; or (D) any similar account.
- vii. **"Electronic Message"** means a message sent by any means of telecommunication, including a text, sound, voice, or image message.
- viii. **"Existing Business Relationship"** means a business relationship between the Customer and its Supplier arising from any of the following:
 1. the purchase or lease of a product, goods, a service, land or an interest or right in land, within the two-year period immediately before the day on which a Supplier Enablement outreach email is sent;
 2. the acceptance by the Supplier, within the period referred to in paragraph viii(1), of a business, investment or gaming opportunity offered by the Customer;
 3. the bartering of anything mentioned in paragraph viii(1) between the Supplier and the Customer;
 4. a written contract entered into between the Supplier and the Customer in respect of a matter not referred to in any of paragraphs viii(1) to (3), if the contract is currently in existence or expired within the period referred to in paragraph viii(1); or
 5. an inquiry or application, within the six-month period immediately before the day on which the Supplier Enablement outreach email is sent, made by the Supplier to the Customer, in respect of anything mentioned in any of paragraphs viii(1) to (3).

All other capitalized terms not defined in this Schedule A have the meanings ascribed to them in the Agreement.

(b) **Application.** This Schedule A applies if the Customer is:

- i. located in Canada or another country, and the Supplier is located in Canada;
- ii. located in Canada, and the Supplier is located in another country that does not have an anti-spam law.

2. Business to Business Communications. The Customer must:

- (a) Ensure that the Customer only contacts Suppliers with whom it has an Existing Business Relationship; and
- (b) Ensure that all Communications sent to Customer's Suppliers are sent from the Electronic Address of an employee of the Customer to an Electronic Address of an employee of Customer's Supplier (for clarity, this requirement means that the Customer may not send mass emails from a generic or central mailbox to its Supplier's generic or central mailbox);

3. Compliance with CASL. To the extent that the requirements in section 2 are not met, the Customer represents, warrants, and confirms that it shall, at all times, comply with CASL as it may be amended from time to time, and any other applicable rules and regulations of the Authority under or relating to CASL. Without limiting the generality of the foregoing, the Customer shall:

- (a) Send CEMs only to Supplier Electronic Addresses in respect of which prior consent (that complies with CASL) to receive CEMs has been provided and not withdrawn;
- (b) Comply with the form and content requirements of CASL, including sender identification information;
- (c) Include in any CEM an unsubscribe mechanism that complies with CASL and remains operational for 60 days following the sending of the CEM;
- (d) Promptly process, record, and respect requests from Suppliers who wish to no longer receive CEMs, or any specified class of such messages; and
- (e) Deliver to Royal Bank on a daily basis, in a format agreed to by Royal Bank, required information and the Electronic Address(es) of Suppliers who have submitted an unsubscribe request, as applicable.

4. **Record Keeping Requirements.** Unless otherwise agreed with Royal Bank, the Customer must keep a record of all CASL consents obtained or withdrawn until the earlier of (i) seven years from the date of such consent or withdrawal; and (ii) the delivery of such record to Royal Bank upon termination of the Agreement or earlier on Royal Bank's request. Specifically, the Customer must keep a record of: (a) the date and time for sending the CEM; (b) complete content of the CEM, and the CEM footer and full details of the CASL-compliant unsubscribe mechanism; (c) details of the sender and recipient email addresses; and (d) date and form of receipt of express consent (oral, written, or electronic) or implied consent and date and form of withdrawal of consent/unsubscribe request.
5. **Customer Internal Audit.** Royal Bank expects the Customer to regularly conduct formal audits of its compliance with this Schedule A and with CASL. Royal Bank may ask the Customer to provide Royal Bank with copies of any reports resulting from those audits when exercising Royal Bank's auditing rights under the Agreement, or otherwise.
6. **RBC Audit.** Royal Bank expects the Customer to maintain and make available to Royal Bank for inspection and audit, any books, records and other materials or information pertaining to the Customer's compliance with this Schedule A and with CASL, including related systems, documentation and controls necessary for the verification of such compliance. The Customer should preserve any such books, records, materials or information for a period of four years. Royal Bank may ask to examine or cause to be examined by its employees, authorized representatives, independent auditors and/or regulators, the data and materials noted in this paragraph to the extent necessary to verify the Customer's compliance with this Schedule A and with CASL and to copy or make extracts from the data and materials where Royal Bank determines it to be necessary for the audit. Royal Bank will make every reasonable effort to conduct an audit in a manner which will result in a minimum of inconvenience to the Customer. Royal Bank may notify the Customer in writing of any discrepancies disclosed by such an audit and if so, the Customer must remedy such discrepancies within the agreed time-frame.

7. Authorization and Execution.

If more than one Authorized Person is signing below, each one of them confirms having the power and authority to sign this Schedule A on behalf of the Customer and to legally bind the Customer.

If only one Authorized Person is signing below, such Authorized Person confirms having the power and authority to sign these Terms and Conditions on behalf of the Customer and to legally bind the Customer, in each case, acting alone.

Customer's Legal Name: _____

X _____
Authorized Person's Signature

Authorized Person's Name: _____

Authorized Person's Title: _____

X _____
Authorized Person's Signature

Authorized Person's Name: _____

Authorized Person's Title: _____

X _____
Authorized Person's Signature

Authorized Person's Name: _____

Authorized Person's Title: _____

X _____
Authorized Person's Signature

Authorized Person's Name: _____

Authorized Person's Title: _____