RBC Royal Bank

Important information if you have an RBC® Visa‡ Prepaid Card issued to you by Sherritt Coal/Westmoreland Coal

Please be advised that due to new Federal regulations, the funds on your card will no longer expire. Your card will continue to have an expiry date, because merchants must have an expiry date to process your transactions. We recommend that you use all the funds on your card prior to the expiry date displayed on the front of the card. However, if you choose not to do so, you may order a replacement card after the expiry date due to the subject fees in your agreement.

The fees and charges outlined in the chart below continue to apply to your card. Effective October 15, 2014 a new fee of \$1.95 per month will be charged after 12 consecutive months of inactivity.

Agent Assisted Call Fee	A \$2 fee is charged when you call us and you are assisted by a live agent. This fee will be waived if you are calling to report a disputed transaction, a lost, stolen or damaged Card, or unauthorized use of your Card or Card number. There is also no fee to check your balance online or through our automated phone system.
Replacement Card Fee	A \$15 fee is charged to replace a Card if it is lost, stolen or damaged. You must register your Card in order for us to replace it.
Foreign Currency Conversion	Transactions in a foreign currency will be converted into Canadian dollars no later than the date we post the transaction to the Card at an exchange rate that is 2.5% over a benchmark rate Royal Bank of Canada pays the payment card company on the date of the conversion.

- RBC Visa Prepaid Cards are issued by Royal Bank of Canada.
- RBC Visa Prepaid Cards may only be loaded once, by the organization that
 purchased the card, and they are not reloadable. Cards may be used to make
 purchases anywhere in the world where Visa cards are accepted. They cannot be
 used to withdraw cash at an ATM or to receive any other cash withdrawal or make
 financial payments at a financial institution.
- RBC Visa Prepaid Cards are not insured by the Canada Deposit Insurance Corporation.

RBC Royal Bank® Standard Visa Prepaid Incentive Card Agreement

WHAT THIS AGREEMENT COVERS

This Agreement, including the "Important Information on Using Your Card" section, sets out the terms of use for standard Visa¹ prepaid cards issued by Royal Bank of Canada under our corporate incentive program (the "Card"). When this Agreement refers to "you" or "your," it means the person who activates, signs, registers or uses the Card, including the person who purchased the Card if such person activates, signs, registers or uses the Card. When this Agreement refers to "we," "our" or "us," it means Royal Bank of Canada.

This Agreement explains your rights and duties. The activation, signing, registration or use of a Card by you means that you have received and read this Agreement and agree to and accept all of its terms.

YOUR RIGHTS AND DUTIES

Using your card

This Card, the Card balance or any other record relating to the Card:

- (a) is not refundable and may not be cancelled by you;
- (b) is not a deposit with us or related to or connected in any way with a bank account with us:
- (c) does not constitute evidence of indebtedness or liability by us to you, except to honour transactions initiated with the Card as provided for in this Agreement; there is no interest payable to you on any Card balance; and
- (d) is not insured by the Canada Deposit Insurance Corporation.

This Card may only be used and directed by the person who signed this Card. Once the Card is signed, it is non-transferable. Do not sign the Card if you intend to give it to another person. If this Card has been personalized with your name, it may be used by you only and is not transferable at any time.

Your Card may need to be activated before you can begin using it. Please see the letter accompanying your Card for instructions on card activation. You can use your Card and your Card number for any permitted purpose, including paying for goods and services, whether you buy in person, over the phone, on the Internet or by mail order. You may not use your Card for "cashback" transactions in which a merchant charges you an amount greater than the price of the goods or services purchased. This Card is non-reloadable and cannot be used to withdraw cash at an ATM (automated teller machine) or to receive any other cash withdrawal at a financial institution.

You may not use your Card or your Card number for any illegal, improper or unlawful purpose. We also reserve the right to prevent your Card or your Card number from being used for certain types of transactions as determined by us, including transactions connected to Internet gambling.

Protection against unauthorized use

If someone uses your Card or your Card number to make a purchase or otherwise obtain the benefits of your Card, you will be fully liable for all charges incurred in connection with such use, except in cases of fraudulent or unauthorized use. You will not be responsible for charges to your Card as a result of the fraudulent and unauthorized use provided that you (i) are able to establish to our reasonable satisfaction that you have taken reasonable steps to protect your Card against loss or theft; (ii) cooperate fully with our investigation; and (iii) did not contribute to the unauthorized use of your Card or Card number. Treat this Card as you would cash, and contact us immediately if your Card is lost or stolen or if someone else may know your Card number. "Unauthorized use" means use by a person other than you who does not have actual, implied or apparent authority for such use and from which you do not receive any benefit.

Problems with a purchase

If you have problems with anything you buy using your Card or your Card number, you must settle the problem directly with the store or merchant. In some circumstances, we may be able to provide assistance in resolving disputed or declined transactions.

Limitations on our liability

We try to ensure that your Card and Card number are accepted when presented. However, we will not be liable to you for damages (including special, indirect or consequential damages) that may result if, for any reason, your Card or Card number is not accepted or you are unable to access your balance or any information about your Card.

Amending or cancelling this Agreement

We may amend this Agreement at any time. If we do, we will let you know at least 30 days in advance by posting online at www.myrbcprepaid.com or, at our discretion, by sending you a notice (written or electronic). If your Card or Card number is used after the Agreement is amended, it will mean you accept the amendments we have made.

We may cancel this Agreement at any time without telling you in advance if we reasonably believe that (i) your Card or Card number is being or is likely to be misused; or (ii) you are in breach of this Agreement. In all other instances, we will let you know at least 30 days in advance by posting online at www.myrbcprepaid.com or, at our discretion, by sending you written or electronic notice, and you will be able to receive the balance on your Card by contacting us. This Agreement will also terminate when the balance on your Card is or becomes zero.

Financial Consumer Agency of Canada

If you have a complaint about a potential violation of federal consumer protection laws, you may contact us or you may contact the Financial Consumer Agency of Canada in writing at 6th Floor, Enterprise Building, 427 Laurier Avenue West, Ottawa, Ontario, K1R 1B9. You may contact them at 1-866-461-3222 (English) or 1-866-461-2232 (French), or through their website at www.fcac-acfc.gc.ca.

Interpreting and enforcing this Agreement

This Agreement will be interpreted in accordance with the applicable laws of the province or territory in which you reside (or the applicable laws of Ontario if you reside outside of Canada) and the applicable laws of Canada. In the event of a dispute, you agree that the courts in the province or territory where you reside shall be competent to hear such dispute, and you agree to be bound by any judgment of that court.

PROTECTING YOUR PRIVACY

Collecting your personal information

We may from time to time collect financial and other information about you such as:

- (a) information establishing your identity (for example, name, address, phone number) and your personal background;
- (b) information related to transactions arising from your relationship with and through us;
- (c) information you provide when acquiring any of our products and services; and
- (d) information for the provision of products and services.

We may collect and confirm this information during the course of our relationship. We may obtain this information from a variety of sources, including from you and from other sources, as is necessary for the provision of our products and services.

Using your personal information

This information may be used from time to time for the following purposes in connection with your Card:

- (a) to verify your identity and investigate your personal background;
- (b) to operate your Card and provide you with services you may request;
- (c) to communicate to you any benefit, feature and other information;
- (d) to operate the Card through the payment card network; and
- (e) as required or permitted by law.

For these purposes, we may make this information available to our employees, our agents and service providers, who are required to maintain the confidentiality of this information. In the event our service provider is located outside of Canada, the service provider is bound by, and the information may be disclosed in accordance with, the laws of the jurisdiction in which that service provider is located. Upon your request, we may give this information to other persons.

We may also use this information and share it with our subsidiaries (i) to manage our risks and operations and those of our subsidiaries; and (ii) to comply with valid requests for information about you from regulators, government agencies, public bodies or other entities who have a right to issue such requests.

Your right to access your personal information

You may obtain access to the information we hold about you at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law. You may contact us to request access to your information.

OUR PRIVACY POLICIES

Learn more about our privacy policies by visiting www.rbc.com/privacysecurity/ca

In Quebec

Both of us, you and we, have requested that this Agreement and any related documents be written in English. Les parties à la présente convention, soit vous et nous, ont demandé que cette convention et tout document connexe soient rédigés en anglais.

IMPORTANT INFORMATION ON USING YOUR CARD

Read this section carefully as it contains important information about using your Card and is part of your Agreement with us when you activate, sign, register or use your Card.

How and why should I check my Card balance?

The initial Card balance will be shown on the Card or the original Card packaging that came with your Card. Each time you use the Card, the total purchase amount will be deducted from the Card balance. The Card balance also will be reduced when any of the fees outlined below are charged. You can check the Card balance at any time online at www.myrbcprepaid.com or by contacting us at 1-855-228-8885. It is important to know your Card balance because merchants are unable to check it for you.

Your Card can only be used if the balance on your Card is sufficient to cover your transaction. Otherwise, the transaction will in most cases be declined. However, if due to a systems malfunction or for any other reason a transaction occurs despite there being an insufficient balance on your Card, you will owe us the amount above the Card balance. You agree to reimburse us, upon request, for the amount by which the transaction exceeded your available balance.

How and why should I check my transaction history?

You can check your transaction history at any time online at www.myrbcprepaid.com or by contacting us at 1-855-228-8885. It is up to you to review your transaction history and to check all transactions and fees. If you think there is an error in your transaction history, you must contact us. If you do not contact us within 30 days of the transaction date, the transaction history and our records will be considered correct, and you may not later make a claim against us in respect of any charges on the Card.

What fees are applicable to my Card?

There is no usage fee charged when making purchases at merchants. The following fees apply to your Card:

- Agent Assisted Call Fee: A \$2 fee is charged when you call us and you are assisted by a live agent. This fee will be waived if you call us to report a disputed transaction, a lost or stolen Card or the unauthorized use of your Card or Card number.
- Replacement Card Fee: A \$15 fee is charged to replace a Card, including if it is lost or stolen. You must register your Card in order for us to replace it.
- Expiry Fee: Upon the expiry of your Card, a fee will be charged equal to the value of the balance remaining on the Card.

Fees may change. If they do, we will tell you in advance as described under "Amending this Agreement."

Can I travel with my Card? How do foreign currency transactions work?

The balance on this Card is in Canadian dollars, and we will bill you in Canadian currency. Your Card can be used while travelling outside Canada. However, because some merchants may not be familiar with this type of card, we recommend that you have another form of payment (credit card, debit card, cash or traveller's cheques) when making purchases. If you use your Card or your Card number outside Canada or you charge amounts to your Card in a foreign currency, we will convert the charges into Canadian dollars no later than the date we post the transaction to your Card at an exchange rate that is 2.5% over a benchmark rate Royal Bank of Canada pays the payment card company on the date of conversion. We will show the exchange rate for each transaction on your transaction history.

What happens if I am issued a credit voucher?

For merchandise returns, deal directly with merchants. If a merchant issues a credit voucher or otherwise gives a refund to you, we will increase the balance available on your Card by the amount of the refund. If you use your Card or your Card number for a transaction in a foreign currency and the merchant gives you a credit voucher or refund, the charge and the credit will not exactly balance because of exchange rate and currency fluctuations.

In all cases, be sure to keep your card and purchase receipts (even after the balance is depleted) as you may be asked to present them in order to process the refund or return.

Can I reload my Card?

The Card cannot be reloaded by you or the purchaser of the Card.

Can I make recurring payments with my Card?

Because this Card is non-reloadable, you cannot make recurring payments with your Card. These payments will not be authorized by the merchant.

What happens if my Card has expired?

Your Card expires at the end of the month shown on the Card. You will not be able to use your Card or your Card number if your Card has expired. When your Card expires, you will be charged an expiry fee equal to the value of the balance remaining on the Card.

HOW DO I CONTACT YOU?

If you need help or have questions about your Card, please call us toll-free at 1-855-228-8885 within Canada or the United States. Or, you can write us at the following address: Royal Bank, P.O. Box 1167, 31 Adelaide Street East, Toronto, Ontario, M5C 2K6. If you have a complaint, we have a complaint/dispute resolution procedure in place for dealing with these problems. We will tell you all about it if you ask. We also publish a brochure — "How to make a complaint" — which explains that procedure. You may obtain a copy of this brochure at any Royal Bank branch.