



**IMPORTANT:** As you are a Cardholder, the Card was issued to you at the request of the Employer. Before you sign or use the Card and/or use the Account, please read this Agreement thoroughly since it governs your use of the Card and/or the Account. By signing, using or accepting the Card, or any renewal or replacement of the Card, you will be agreeing with us to everything written here. If you do not wish to be bound by this Agreement, return the Card to the Employer right away. This Agreement replaces all prior RBC Royal Bank® Commercial Credit Card Cardholder Agreements.

### 1. Definitions and Interpretation

In this RBC Royal Bank Commercial Credit Card Cardholder Agreement (“**Agreement**”) the following definitions apply:

“**Account**” means the account established in your name by Royal Bank at the request of the Employer, in conjunction with the issuance of a Card, to which Purchases, Cash Advances, interest and Fees may be charged.

“**Account Credit Limit**” means the maximum amount of Debt that can remain outstanding and unpaid on the Account.

“**Account Statement**” means the Account’s monthly Billing Statement or Memo Statement, depending on the billing type the Employer has selected, made available to you and to the Employer by Royal Bank in electronic format through RBC NextLogic®, in paper format, or in any other alternative formats for accessibility purposes.

“**ATM**” means an automated teller machine.

“**Billing Statement**” means, if the Employer has selected “Individual Billing” as the billing type, the monthly Account Statement, made available to you by Royal Bank, displaying relevant Account information, including each transaction, interest and Fees posted to the Account during the Account Statement period, as well as payment information such as the Minimum Payment and the Payment Due Date.

“**Card**” means any Commercial Card (and all replacements) issued by Royal Bank to Cardholders on behalf of the Employer in accordance with the terms of this Agreement.

“**Cardholder**” means an employee of the Employer to whom a Card is issued at the request of the Employer and whose name is embossed on the Card, who has been authorized by the Employer to make Purchases and/or incur other charges with the Card on behalf of the Employer, in accordance with the Employer’s internal policies and the terms of this Agreement. “You” or “your” means the Cardholder.

“**Cash Advance**” means a type of transaction, including a cash withdrawal or a Quasi-Cash Transaction, charged to the Account.

“**Commercial Card**” means an RBC Royal Bank commercial card, including the RBC® Commercial Avion® Visa<sup>®</sup> (“**Commercial Avion**”), RBC Commercial Cash Back Visa (“**Commercial Cash Back**”), RBC Commercial U.S. Dollar Visa (“**Commercial U.S. Dollar**”) or RBC Commercial Visa (“**Commercial Visa**”) card. For greater certainty, Royal Bank may change this list at any time.

“**Commercial Card Program**” means the program established between the Employer and Royal Bank, pursuant to which Royal Bank will establish Accounts and issue Cards to Cardholders at the request of the Employer, as well as provide the Employer and Cardholders with access to RBC NextLogic, in accordance with an agreement entered into between the Employer and Royal Bank.

“**Debt**” means, on any day, the total amount owing to Royal Bank on the Account. The Debt is made up of all amounts charged to the Account, including Purchases, Cash Advances, interest and Fees.

“**Eligible Purpose**” means a purpose that is authorized by the Employer’s internal policies for the use of the Cards and Accounts.

“**Employer**” means the organization that employs you and that authorized and requested Royal Bank to issue a Card and make the Account available to you.

“**Fee**” means a fee that applies to the Account, as set out in this Agreement and in any other document Royal Bank may send to you from time to time.

“**Grace Period**” means the number of days between the last Statement Date and the Payment Due Date for the Account.

“**Interest Rate**” means either the Cash Advance interest rate or the Purchase interest rate and “**Interest Rates**” means both the Cash Advance interest rate and the Purchase interest rate.

“**Memo Statement**” means, if the Employer has selected “Corporate Billing” as the billing type, the monthly Account Statement made available to you by Royal Bank, in a memo format, displaying relevant Account information, including each transaction, interest and Fees posted to the Account during the Account Statement period. For greater certainty, no payment information such as the Minimum Payment or the Payment Due Date appears on a Memo Statement.

“**Minimum Payment**” means the amount indicated as such on each Billing Statement.

“**New Balance**” means the amount indicated as such on each Billing Statement.

“**Payment Due Date**” means the date indicated as such on each Billing Statement.

“**PIN**” means the personal identification number used by you to perform certain transactions with the Card, including Purchases at points of sale and cash withdrawals at ATMs.

“**Program Administrator**” means an employee of the Employer designated as such by the Employer to manage the Commercial Card Program on behalf of the Employer.

“**Purchase**” means a purchase of goods or services (or both) that is charged to the Account. A Purchase may be made with or without the use of a physical card by using the Card number only.

“**Quasi-Cash Transaction**” means a transaction that is similar or easily converted to cash and that Royal Bank treats as a Cash Advance, including money orders, wire transfers, travellers’ cheques and gaming transactions (including betting, off-track betting, race track wagers and casino gaming chips).

“**RBC NextLogic**” means the online tool provided by Visa (also referred to as “**Visa IntelliLink Spend Management**”) which enables the Employer to self-manage its Commercial Card Program and allows Cardholders to access information on the Account, including consulting and searching their transactions, and retrieving the Account Statements.

“**Royal Bank**”, “**we**” or “**us**” means Royal Bank of Canada.

“**Statement Date**” means the date on which the Account Statement is prepared.

“**Terms of Use**” means the terms of use, established by Visa, that you will be asked to read and agree with upon first log-in to RBC NextLogic, and from time to time thereafter when prompted by Visa.

“**Visa**” means Visa Inc., Visa International Service Association, Visa Worldwide Private Limited, and Visa U.S.A. Inc., including their subsidiaries and/or their affiliated entities.

### 2. Card and Account Use

The Employer has authorized and requested the issuance of a Card in your name.

The Card and the Account can only be used by you and should only be used for an Eligible Purpose, in accordance with the Employer’s internal policies, including (a) to make Purchases, whether you buy in person, over the phone, using the Internet or by mail order; (b) to make cash withdrawals, which constitute Cash Advances, at one of Royal Bank’s branches, at another financial institution or at an ATM; or (c) for other purposes that we may authorize from time to time.

If you incur Debt by using the Card number only, without having presented the Card to a merchant (such as for a Purchase using the Internet), the legal effect will be as if you had used the Card and signed a sales draft or receipt or entered your PIN.

You agree that the Card and the Account will not be used for gambling, online gaming, illicit drug transactions, or any other unlawful purpose. We may refuse to authorize certain types of transactions at our discretion.

The Employer may also impose restrictions on all aspects of the use of the Card, including usage restriction to selected merchant category code groups.

Different types of Commercial Cards come with different features and services. The Employer may, at its discretion, allow you to participate in and make use of additional optional features and/or services. You may not use the Card to obtain any such features and/or services unless you have received authorization from the Employer. If the Employer requests any of these optional features and/or services, Royal Bank may send you a separate document outlining any additional terms and conditions for the optional features and/or services.

### 3. Cash Advances

If the Employer has selected this option, you may use the Card to obtain cash by either:

- making a cash withdrawal from the Account at a Royal Bank branch or ATM, or at any other financial institution’s branch or ATM; or
- making a Quasi-Cash Transaction.

If you are uncertain as to whether a particular transaction will be treated as a Cash Advance or as a Purchase, you should contact the Program Administrator.

Interest is always charged on a Cash Advance, from the day the Cash Advance is made. Cash Advance Fees also apply to certain Cash Advances. These fees are set out in the “Other Fees” section of this Agreement.

### 4. Account Credit Limit

The Program Administrator will set the Account Credit Limit for the Account. The Account Credit Limit represents the maximum credit available on the Account.

The Account Credit Limit will either be indicated on the documents accompanying the Card when it is issued or the Program Administrator will inform you of the Account Credit Limit. The Account Credit Limit will also be indicated on each Billing Statement.

You must observe the Account Credit Limit such that amounts owing on the Account must not exceed the Account Credit Limit. However, Royal Bank may, from time to time (but is not required to), permit the Debt to exceed the Account Credit Limit. Royal Bank may also, at any time, refuse to permit the Debt owing on the Account to exceed the Account Credit Limit and require any balances which exceed the Account Credit Limit to be paid immediately.

If the Debt owing on the Account exceeds the Account Credit Limit at any time during an Account Statement period, an "Overlimit Fee" will be charged to the Account, which will appear on the next Billing Statement.

The Program Administrator may increase or decrease the Account Credit Limit at any time, without prior notice to you.

## 5. PIN and Other Security Features

You must protect the security of the Card and the Account at all times. When you receive the Card, you will be prompted to select a PIN. In the documentation accompanying the Card, Royal Bank will explain to you how to select your PIN and how to change it. Royal Bank will treat your PIN as your authorization whenever it is used with the Card. Any transactions done using the Card with the PIN will have the same legal effect as if you have signed a sales draft.

To prevent misuse of the Card, you must ensure that you:

- sign the Card in ink as soon as it is received;
- keep the Card secure at all times;
- regularly check that you still have the Card in your possession;
- do not let anyone else use the Card;
- ensure that you retrieve the Card after using it; and
- never give out the Card details, such as the CVV number (the 3-digit number in reverse italics on the back of the Card), except when using the Card in accordance with this Agreement.

To protect your PIN, you must ensure that you:

- select a PIN which cannot be easily guessed;
- do not select a PIN using a combination of your name, date of birth, telephone numbers, address or social insurance numbers;
- take care to prevent anyone else seeing your PIN when you are selecting it or changing it, over the phone or through an ATM;
- memorize your PIN;
- do not write your PIN on the Card;
- do not keep a record of your PIN with or near the Card or Account details;
- do not tell your PIN to anyone; and
- take care to prevent anyone else from seeing your PIN when entering it into an ATM or other electronic device.

No one but you is permitted to know or use your PIN or any other security codes such as passwords, access codes and Card numbers that may be used or required for Internet or other transactions. You will keep these security codes confidential and separate as well.

## 6. Card Renewal and Replacement

A renewal Card will be issued to you before the expiration date indicated on the Card. Renewal and replacement Cards will continue to be sent to you at the most current business address Royal Bank has on file for you, provided the Account is active and in good standing, until the Employer advises Royal Bank to stop. As soon as you receive the new Card, you must activate it and destroy the old Card.

## 7. If the Card Expires

The Card expires at the end of the month indicated on the Card. You must not use the Card or the Card number if the Card has expired or after the Account is closed, and you must destroy your Card.

## 8. Problems With a Purchase

Royal Bank is not responsible for any problem you may have with a Purchase. If you have a problem with anything purchased using the Card, you must settle the problem or dispute directly with the store or merchant.

In some circumstances, Royal Bank may be able to help you resolve disputed transactions. If you wish to discuss a dispute, contact Royal Bank during regular business hours using the contact information indicated on the Account Statements or calling the number indicated on the back of the Card (1-888 ROYAL® 3-4).

Royal Bank is not responsible if the Card is not honoured by a merchant at any time or for any other problem or dispute you may have with a merchant.

## 9. Credit

If a store or merchant issues a credit or otherwise gives a refund to you, Royal Bank will reduce the balance of the Account by the amount of the refund. However, if interest and/or Fees have been charged as a result of the transaction, Royal Bank will not refund the interest and/or the Fees.

You agree that you will not resell or return for a cash refund any goods, tickets, or services obtained with the Card. However, you may return an item to a merchant honouring the Card for credit to the Account if that merchant permits such return.

## 10. Account Closure/Card Revocation or Suspension of Use

The Employer may close the Account and cancel the Card at any time.

Royal Bank may also revoke or suspend your right to use the Card and the Account at any time, without prior notice to you, including when the amounts owing on the Account exceed the Account Credit Limit.

## 11. Ownership of the Card

The Card remains the property of Royal Bank. You must surrender the Card to the Employer or to Royal Bank upon request.

## 12. Unauthorized Transactions

If a Card is lost, stolen or has never been received by you after it has been requested by the Employer, or if you suspect the Card is lost or stolen or being misused, you must inform Royal Bank immediately using the contact information indicated on the Account Statements or calling the number indicated on the back of the Card (1-888 ROYAL 3-4). You must also inform the Program Administrator immediately.

After Royal Bank has been informed that the Card has been or may have been lost, stolen, misused, or the Card remains unreceived, Royal Bank will be able to prevent the use of the Card and Card number.

If we suspect unauthorized or fraudulent use of the Card or Card number, the use of the Card can be blocked or prevented without notice to you.

If a Card that you have reported lost or stolen is later found, you must destroy it and wait for the replacement Card. You must also select a different PIN for the replacement Card.

## 13. Account Statements, Verification and Disputes

Each month, you will be given access to or provided with either a Memo Statement or a Billing Statement, depending on the billing type the Employer has selected.

Royal Bank will make the Account Statements available electronically, through RBC NextLogic. The Account Statements will remain available to you in RBC NextLogic for consultation and printing at no charge for six (6) months following the Statement Date. They may also be retrieved after six (6) months, and/or be provided in paper format upon request to the Program Administrator, for a Fee. Account Statements are also available in other alternative formats for accessibility purposes, upon request. Please contact the Program Administrator for more information.

Royal Bank will not provide the Account Statement if there has been no activity on the Account during an Account Statement period and no Debt is owing.

If the date on which Royal Bank would ordinarily prepare the Account Statement falls on a date for which Royal Bank does not process statements (for example, weekends and certain holidays), Royal Bank will prepare the Account Statement on the next statement processing day. The Payment Due Date will be adjusted accordingly.

Each month, you will be responsible for ensuring that you have promptly examined the Account Statement and each transaction, Interest Rate, charge and Fee recorded on it. You will notify Royal Bank of any error, omission or objection to the Account Statement, or to an entry or balance recorded on it, within thirty (30) days from the Statement Date shown on that Account Statement.

## 14. Fees and Charges

### 14.1. Interest Rates and Charges

The current Interest Rates are set out on each Billing Statement. They are expressed as annual percentage rates. The standard Interest Rates are shown in the chart outlined in the "Standard Annual Fees, Grace Periods and Interest Rates" section of this Agreement. The Interest Rates may change from time to time.

The Employer can avoid interest on both Purchases and Fees on the Account by always paying the New Balance in full on or before the Payment Due Date, every month.

Cash Advances never benefit from an interest-free Grace Period; this means that interest is always charged from the transaction date.

Royal Bank does not charge interest on interest.

### 14.2. Currency of Fees

The currency of the Fees listed in this Agreement is as follows:

- (a) **Canadian dollars:** for the Commercial Avion, Commercial Cash Back and Commercial Visa Cards; and
- (b) **U.S. dollars:** for the U.S. Dollar Commercial Card.

### 14.3. Standard Annual Fees, Grace Periods and Interest Rates

The following provides some guidance with respect to standard non-refundable annual fees, Grace Periods and standard Interest Rates for the Commercial Cards.

The annual fee may be different from that shown in this Agreement if the terms and conditions for other banking and related services the Employer has with Royal Bank provide otherwise.

Commercial Card Product	Non-Refundable Annual Fees	Grace Period (days)	Interest Rates	
			Purchase Interest Rate	Cash Advance Interest Rate
	For each Card			
RBC Commercial Avion Visa	\$120	21	19.99%	22.99%
RBC Commercial Cash Back Visa	\$60	21	19.99%	22.99%
RBC Commercial Visa	\$30	21	19.99%	22.99%
RBC Commercial U.S. Dollar Visa	\$60	21	19.99%	22.99%

### 14.4. Other Fees

(a) **Cash Advance Fee:** For all Commercial Cards except the Commercial U.S. Dollar Card, when you obtain the following types of Cash Advances, a \$3.50 fee for each transaction will be charged to the Account, unless otherwise stated:

- (i) a cash withdrawal charged to the Account at one of Royal Bank's branches or ATMs, or at any other financial institution's ATM, in Canada; or
- (ii) a Quasi-Cash Transaction charged to the Account, in Canada.

If the Cash Advance occurs outside Canada, a \$5.00 fee will be charged each time.

For the Commercial U.S. Dollar Card only, if the Cash Advance occurs in the U.S., a \$3.50 USD fee will be charged each time, and if the Cash Advance occurs outside the U.S., a \$5.00 USD fee will be charged each time.

Some factors outside of Royal Bank's control may influence whether the Cash Advance is treated as a domestic or a foreign transaction.

(b) **Overlimit Fee:** If the balance on the Account exceeds the Account Credit Limit at any time during the Account Statement period, a \$29.00 fee will be charged to the Account on the Statement Date and on each subsequent Statement Date if the balance remains over the limit. A maximum of one "Overlimit Fee" will be charged to the Account per Account Statement period.

(c) **Dishonoured Payment Fee:** If a payment is not processed because a financial institution returns a cheque or refuses a pre-authorized debit, a \$45.00 fee will be charged to the Account on the date the payment reversal is posted. This fee is in addition to any other fee charged for insufficient funds in the banking account.

(d) **Account Statement Paper Copy:** For each paper copy of the Account Statement, or for a reprint of the Account Statement, a \$5.00 fee will be charged to the Account. Exceptions may be granted for Account Statements provided in an alternative format for accessibility purposes. For each Billing Statement update obtained from a Royal Bank branch in Canada, a \$1.50 fee will be charged to the Account.

(e) **Transaction Receipt Copy Fee:** For a copy of any receipt that relates to a transaction on the current Account Statement, no fee will be charged. Otherwise, a \$2.00 fee for each copy will be charged each time the situation occurs. Receipt copies are not always available for Purchases made using a Card with a PIN.

### 14.5. Foreign Currency Conversion

Except for the Commercial U.S. Dollar Card, which is billed in U.S. dollars, all transactions shown on the Account Statement are billed in Canadian currency.

The exchange rate shown on your Account Statement, to six decimal places, is calculated by dividing the converted Canadian dollar (CAD) amount, rounded to the nearest cent, by the transaction currency amount. It may differ from the original benchmark rate because of this rounding. The CAD amount charged to your Account is 2.5% over the benchmark rate. Some foreign currency transactions are converted directly to CAD, while others may be converted first to U.S. dollars, then to CAD. In either case, the benchmark rate will be the actual exchange rate applied at the time of the conversion, and is generally set daily. The original benchmark rate at the time a transaction was converted may be obtained at [usa.visa.com/support/consumer/travel-support/exchange-rate-calculator.html](http://usa.visa.com/support/consumer/travel-support/exchange-rate-calculator.html). If interest is being charged to your Account, it

will also be charged on the full value of your foreign purchases, as determined by our exchange rate. For Commercial U.S. Dollar Cards, transactions are shown in U.S. Dollars and the same principles will apply if an amount is charged in a currency other than U.S. Dollars. If you have any questions, please call us at 1-888 ROYAL® 3-4 (1-888-769-2534).

### 15. Payments

#### 15.1. Liability for the Debt

The Employer is liable for all Debt charged to the Account. You, the Cardholder, are not liable for any Debt charged to the Account.

#### 15.2. Responsibility for Making Payments

(a) **Corporate Billing:** If the Employer has selected "Corporate Billing" as the billing type, you will receive a Memo Statement each month. You will be responsible for ensuring that you have promptly examined the Account Statement and each transaction recorded on it and that there is no error, in accordance with the "Account Statements, Verification and Disputes" section of this Agreement. Other actions may be required from you by the Employer or the Program Administrator in connection with the Employer's responsibility for making payments.

(b) **Individual Billing:** If the Employer has selected "Individual Billing" as the billing type, you will receive a Billing Statement each month. The Employer will explain to you what your responsibilities in connection with payments are and/or who you should send the Account Statement to for payment. If you are uncertain, please contact the Program Administrator for more information.

All payments must be made in accordance with the instructions indicated at [www.rbc.com/payments](http://www.rbc.com/payments) and in accordance with the Employer's policy for such payments.

#### i. When to Make a Payment

A payment on the Account must be made by the Payment Due Date shown on each Billing Statement. Even when normal postal service is disrupted for any reason, payments must continue to be made on the Account.

Payments sent to Royal Bank by mail or made through another financial institution's branch, ATM or online banking service may take several days to reach Royal Bank. A payment is not credited to the Account and does not automatically adjust the available Account Credit Limit until Royal Bank has processed the payment. It may take several days to adjust the available Account Credit Limit depending on how the payment is made.

Payments can be made in full or in part at any time.

#### ii. Minimum Payment

The Minimum Payment amount will be shown on each Billing Statement. Any past-due amounts will be included in the Minimum Payment amount.

Any amount that exceeds the Account Credit Limit must be paid immediately, even though Royal Bank may not yet have sent a Billing Statement on which that excess appears.

The Minimum Payment must be made by the Payment Due Date each month for your Account to remain up-to-date, even if Royal Bank is delayed in or prevented from making available, for any reason, any one or more Billing Statements.

#### iii. No Over Payment

You are not permitted to make a payment on the Account exceeding the Account Credit Limit, unless the Debt at the time of the payment is more than the Account Credit Limit.

If a payment of more than the Account Credit Limit is made, such over payment will not have the effect of increasing the Account Credit Limit and/or provide you with additional credit. Also, interest will not be paid on the positive balance.

#### iv. Pre-Authorized Bill Payments

If pre-authorized bill payments have been set up on the Account, and you wish to discontinue any pre-authorized bill payment, you must contact the merchant in writing and then check a subsequent Billing Statement to ensure that the payments have, in fact, stopped.

If the payments have not stopped despite your instructions to a merchant, Royal Bank may be able to help you if Royal Bank is given a copy of the written request to the merchant.

If requested by the Employer, you may have to provide the Program Administrator with a current list of pre-authorized bill payment arrangements with each payee that are to be paid using the Account.

### 16. RBC NextLogic

As part of the Commercial Card Program, Royal Bank offers the Employer and Cardholders access to RBC NextLogic and its services, on certain terms and conditions. You will have to access RBC NextLogic to consult and review transactions on the Account and to retrieve the Account Statement each month.

Upon your first log-in to RBC NextLogic, and from time to time thereafter when prompted by Visa, you will be asked to read the Terms of Use and agree with them. If you do not agree with such Terms of Use, you will not be able to access RBC NextLogic and use the RBC NextLogic services.

As an RBC NextLogic user, you:

- (a) will be responsible for complying with the Terms of Use. Royal Bank, the Employer or Visa may immediately revoke your access to RBC NextLogic if you do not comply with such Terms of Use;
- (b) must be familiar and comply with the processes, required file formats and procedures for RBC NextLogic and its services, all as outlined in the Employer's internal policies;
- (c) must maintain the confidentiality of your RBC NextLogic credentials, including your passwords, user name and other identification, as the case may be; and
- (d) must maintain the confidentiality of any information that is contained in or retrieved from RBC NextLogic, such as Account Statements and reports.

As an RBC NextLogic user, you also acknowledge that:

- (a) RBC NextLogic and its services are provided by Visa, and the Terms of Use have been established solely by Visa, not Royal Bank;
- (b) information collected by Visa in connection with your use of RBC NextLogic and its services will be used in accordance with Visa's privacy policy, accessible from the Terms of Use;
- (c) the terms "Services", "Visa Online", "Visa IntelliLink Spend Management" and "Visa Commercial Services" used in the Terms of Use have the same meaning as RBC NextLogic and its services;
- (d) all information and data contained in RBC NextLogic remains the property of Royal Bank; and
- (e) Royal Bank, the Employer or Visa may revoke or suspend your right to use RBC NextLogic at any time, without notice to you.

#### 17. RBC Rewards Program

If your Commercial Card earns RBC Rewards® points, which can be redeemed for merchandise, travel and other rewards, and if the Employer gives you access to those points, you acknowledge that your participation in the RBC Rewards program is subject to the RBC Rewards Terms and Conditions, which are available for review at [www.rbc rewards.com](http://www.rbc rewards.com). The RBC Rewards Terms and Conditions are subject to change without notice. Paper copies are available upon request, by contacting Royal Bank during regular business hours using the contact information indicated on the Account Statements or calling the number indicated on the back of the Card (1-888 ROYAL 3-4).

#### 18. Collection, Use and Disclosure of Your Information

Even though a Card is issued to you at the Employer's request, our primary business relationship is with the Employer. We will not ascertain your personal creditworthiness by obtaining credit bureau reports at the time the Card is issued or periodically thereafter. However, we may make other inquiries or checks about you as required by law or regulation, for example, in compliance with anti-money laundering obligations.

Except as otherwise specified in this Agreement, Royal Bank will not communicate with you directly and will not send you any marketing promotion or offer. However, if you are a participant in the RBC Rewards program, Royal Bank may communicate with you if you have provided consent and your email address for that purpose.

Notices under this Agreement, legal disclosures and other communications may be sent directly to you, through RBC NextLogic or otherwise. You further agree to access the Account Statements electronically through RBC NextLogic and to access any notices, legal disclosures or communications that we may provide electronically.

Royal Bank has, prior to issuing a Card to you, obtained from the Employer, and kept, the following information about you: your legal first and last name, business address, business email address, business phone number and employee identification number.

In certain circumstances, Royal Bank may request additional information or documentation from the Employer in order to verify your identity at a level sufficient to allow Royal Bank to issue a Card to you in compliance with applicable laws. The Employer may also furnish to Royal Bank information about your use of the Card and/or the Account, and other pertinent information such as delinquency information, employment/contract status and location, and any other related tracking information. You consent to all such use and transfer of any such information.

The Employer is liable for all Debt on the Account and governs your use of the Card. The Employer (which may include your direct supervisor) will have access to any and all information concerning your use of the Card and the Account, including detailed billing information forming part of a total charge and information pertaining to each Purchase, Cash Advance or other transaction charged to the Account and all your activities as a Cardholder.

Royal Bank will process and analyze information about how Cardholders use the Cards to develop reports that may be made available to the Employer. Royal Bank will remain the owner of such information and reports.

Royal Bank may also provide information related to amounts charged to the Account to selected merchants and suppliers used by you, when requested by such merchants and suppliers to analyze business trends, handle disputed transactions and generally for marketing purposes. Provision of such data will be in an anonymous format and non-attributable to you.

#### 19. Changing Your Contact Information

You will tell the Employer or the Program Administrator if you change your address, e-mail address or telephone number and will give the Employer or Program Administrator other information that we may need from time to time to keep our records up to date.

#### 20. Amendments

Royal Bank has the right to amend or change this Agreement, as well as any service and benefits that come with the Card, at any time. If required by applicable law, Royal Bank or the Employer will notify you in writing of the change.

#### 21. Termination

Charging privileges available to you will be withdrawn upon (i) abuse of charge privileges by you (including, but not limited to, the failure of your obligation to use the Card and/or the Account for an Eligible Purpose only, and to comply with any other obligation as provided in this Agreement); (ii) termination of your employment with the Employer; or (iii) termination or suspension of the Commercial Card Program agreement between Royal Bank and the Employer.

#### 22. Governing Law

This Agreement shall be interpreted and governed in accordance with the laws of the province or territory in which the Employer resides (or the laws of the Province of Ontario if the Employer resides outside Canada) and the applicable laws of Canada.

#### 23. Language

Royal Bank and the Employer have expressly requested that the Agreement and all related documents, including Account Statements and notices, be drawn up in the English language. *Banque Royale et l'Employeur ont expressément demandé que cette convention et tout document y afférent, y compris tout relevé de compte et tout avis, soient rédigés dans la langue anglaise.*

#### 24. How to Contact Royal Bank

If you need help or have questions about the Card, the Account or RBC NextLogic, contact the Program Administrator or Royal Bank during regular business hours using the contact information indicated on the Account Statements or calling the number indicated on the back of the Card (1-888 ROYAL 3-4).