

Updates to the RBC Direct Investing™ Operation of Account Agreement

Your account is governed by the Operation of Account Agreement (the “**Agreement**”) and the Commissions and Fees Schedule (the “**Schedule**”, and together the “**OAA**”). RBC Direct Investing Inc. (“**RBC Direct Investing**”) has recently amended the OAA, such amendments to take effect in June 2012 for the Agreement and July 1, 2012 for the Schedule.

This document contains a brief summary of the key changes that were made in amending the Agreement. The text of these amendments has been included below where it was reasonable to do so, based on the length of the amended text. Please review this document carefully. A notice indicating to you how you can access the full text of the amended Agreement will be sent to your message centre in the RBC Direct Investing online investing site.

You agree to be bound by the amended Agreement and the amended Schedule by using your account or holding funds or securities in your account after June 2012 and July 1, 2012, respectively. Furthermore, by using your account or holding funds or securities in your account after such dates, you acknowledge that you have had an opportunity to read the amended OAA and that you waive any right to a notification period prior to being bound by the amended Agreement and the amended Schedule.

1. No Advice (Agreement Section 3.2)

Description of amendment: RBC Direct Investing does not provide advice about investments and that you are solely responsible for investment decisions and any resulting profits or losses.

Amended text: You acknowledge that RBC Direct Investing does not provide any investment advice or recommendations regarding the purchase or sale of any securities in your account, and therefore we do not accept any responsibility for the

suitability of any of your investment decisions or transactions. You are solely responsible for your investment decisions and any resulting profits or losses.

2. Trading Authorization (Agreement Section 3.3)

Description of amendment: Any person to whom you have granted trading authority will have access to any and all account documentation that is accessible via the RBC Direct Investing websites or mobile applications for so long as that person's trading authorization is in effect.

Amended text: ...This person will have access to any and all Account Documentation that is accessible via an Automated Service for so long as the trading authorization is in effect...

3. Trading Rules (Agreement Section 3.6)

Description of amendment: RBC Direct Investing may prohibit all trading in any security subject to a cease trade order issued by any provincial securities regulatory authority.

Amended text: ...You agree and understand that if a security you hold in your Account with us is or becomes subject to a Cease Trade Order issued by any provincial securities regulatory authority, we may, in our sole discretion, prohibit all trade orders on that security until such time that the Cease Trade Order is revoked or varied...

4. Securities with no Value (Agreement Section 3.11)

Description of amendment: If a security in your non-registered account has had a value that is indeterminate or zero for a period of 18 months or more, then RBC Direct Investing may transfer such security out of your account and into a control account maintained for RBC Direct Investing. Provision is made in the event that you indicate your preference that the security be placed back into your account.



Amended text: If a security in your non-registered account has had a value that is indeterminate or zero for a period of 18 months or more, we may, in our sole discretion and without notice to you, transfer such security out of your account and into a control account maintained for RBC Direct Investing. If you provide evidence to us, satisfactory to us in our sole discretion, of your ownership of such a security transferred out of your account, then RBC Direct Investing will either, in our sole discretion, transfer the security back to your Account or otherwise pay to your Account a sum equal to the value of the security.

5. Payment of Interest and Spread to Affiliates (Agreement Section 4.7)

Description of amendment: RBC Direct Investing may pay a portion of interest and spread it receives to an affiliate.

Amended text: When we deduct interest from your Account, including interest accrued on margin in your Account, or earn a spread on a foreign exchange or fixed income transaction performed for your Account, we may pay a portion of such amount to an affiliate of RBC Direct Investing, including another RBC Company.

6. Order Routing Arrangements (Agreement Section 5.3)

Description of amendment: We have included disclosure on the order routing arrangements that we may establish with various market centers as required pursuant to regulations and the benefit we may receive as a result of certain order directions.

7. Referral Arrangement Disclosure (Agreement Section 5.4)

Description of amendment: We have provided you with disclosure of the terms of the referral arrangement we have with Royal Bank of Canada, including fees paid to affiliates of RBC DI. These amendments set out the division of responsibilities between RBC Direct Investing and Royal Bank of Canada for the purposes of services provided to you that require registration under securities laws and seek your consent to sharing certain of your information with Royal Bank of Canada.

8. Pre-Authorized Transactions (Agreement Section 6.3)

Description of amendment: This section provides you with information on how we operate pre-authorized transactions that you may establish for your account.

9. Indebtedness (Agreement Section 7.2)

Description of amendment: You will reimburse us for any reasonable legal or third party fees we incur from collecting money that you owe us and, if you have a short position with us and if you fail to provide to us any required securities before any settlement date, we may purchase or borrow any securities necessary to cover such short sales.

Amended text:

...e. Third Party Fees: You will reimburse us for any reasonable legal or third party fees we incur from collecting money that you owe us.

f. Short Positions: If you have a short position with us, and if on or before any settlement date you fail to provide to us any required securities or certificates in acceptable delivery form, then in addition to any other right or remedy to which we are entitled, we may at any time and from time to time without notice or demand to you purchase or borrow any securities necessary to cover such short sales or any other sales made on the your behalf in respect of which delivery of certificates in any acceptable delivery form has not been made, and you acknowledge and agree that if demand is made or notice given to you by us, such demand or notice shall not constitute a waiver of any of our rights to act hereunder without demand or notice.

10. Access to Account Documentation of a Joint Account (Agreement Section 8.7)

Description of amendment: You agree to access to all account documentation being provided to all other accountholders of the account.

Amended text: You will have access to all Account Documentation and you agree to access to all Account Documentation being provided to all other accountholders of the Account.

11. Automated Services (Agreement Part 11)

Description of amendment: We have modified this part of the OAA to more particularly reference our new mobile services.

12. Termination (Agreement Section 12.2)

Description of amendment: We have provided some additional detail around the process that occurs when your relationship with us is terminated.

Amended text: This agreement will end and your Account will be closed when you give us 30 days notice in writing, or we end it by giving you notice in writing. At the time of the termination of this agreement or upon the closure of your Account, all outstanding Administrative Fees and other applicable fees, charges and commissions will be immediately due and payable by you. If you have not provided us with proper instructions with respect to the removal or transfer of all the securities and/or cash in your account within thirty days from receipt of notice by you of the closure of your Account, we will have the right but not the obligation to send to you at your last known address the cash balance in your Account and the securities or, at our discretion, to sell any or all securities and deliver to you the cash proceeds from the sale of those securities, in each case less any outstanding Administrative Fees and any other applicable fees, charges and

commissions. If your Account is a registered account and you have not provided us such instructions, then in addition to the foregoing we will have the right but not the obligation to deregister or instruct the trustee to deregister any securities and cash, to withhold applicable Taxes and outstanding Administrative Fees and other applicable fees, charges and commissions and you acknowledge that we will not be liable to you for any losses, Taxes or change in your tax status of that of any assets held by you or on your behalf as a result of our actions.

13. Account Closing (Agreement Section 12.3)

Description of amendment: We may close your account if it has been inactive for 18 months or more.

Amended text: If your Account is inactive or does not contain any assets or balance for a period of 18 months or more, we may, in our sole discretion and without notice to you, close your Account and terminate this agreement.

14. Capacity (Agreement Section 12.4)

Description of amendment: The amendment to this section requires that you provide us with confirmation that you have the legal capacity to enter into the OAA.

Amended text: ...If you are an individual, you hereby confirm that you have the legal capacity to enter into this agreement and have reached the age of majority...

15. Death or Incapacity (Agreement Sections 8.6 and 12.5)

Description of amendment: We have provided some additional detail around the process that occurs in the event of the death or incapacity of an accountholder, including the documentation that must be provided to us by a representative of the accountholder's estate or a surviving accountholder of a joint account.

Amended text:

8.6 Death

...If one of the accountholders dies, the surviving accountholders must immediately notify us in writing and provide us with evidence of the death that is acceptable to us...

12.5 Death or Incapacity

Subject to the terms governing a joint account, upon reviewing notice of your death or incapacity we will cease to accept instructions provided in accordance with this agreement for your Account and shall not dispose of any securities in the Account until we receive instructions from a representative of your estate or other court appointed or otherwise recognized representative. We reserve the right to refuse to act upon any instructions of such a representative without being provided with letters of administration, letters probate, notarial will or any other document or evidence of, or in connection with, the

authorization or transmission as we may deem necessary. We may continue to debit your Account in respect of any applicable Administrative Fees or other applicable fees, charges or commissions payable to us under this agreement without prior notice to, or demand upon, your successors.

16. Personal Guarantee of Corporate Indebtedness (Agreement Part 13)

Description of amendment: This part of the OAA provides you with information on your obligations if you act as a guarantor of a corporation.

17. Additional Terms Applicable to Non-Corporate Entities (Agreement Part 14)

Description of amendment: This part of the OAA provides terms applicable to an account held by a partnership, investment club, association or other similar organization regarding new members, withdrawal of members, a pledge of securities to RBC Direct Investing and communications with an officer of such non-corporate entity.

18. Additional Terms for Options Trading (Agreement Part 16)

Description of amendment: We have incorporated terms into the OAA that were previously set out in the separate Options Trading and Margin Agreement, along with certain revisions to these terms, including particular requirements for writing uncovered options such as authorization from RBC Direct Investing and maintenance of margin.

Portion of amended text:

16.9 Option Trading

...h. Writing Uncovered Options: If the accountholder is authorized to write uncovered put or call options or any combination of such uncovered options in a non-registered Account, then prior to doing so, the accountholder will have in the Account any margin required by us. The accountholder acknowledges that when writing an uncovered call option, the accountholder's liability is unlimited. The accountholder acknowledges that when writing an uncovered put option, the accountholder's liability is limited to the contract striking price of the underlying securities plus transaction costs less the amount received from the put sold. RBC Direct Investing may withdraw the accountholder's authorization to write uncovered options at any time in its sole discretion.

19. Disclosure Documents

Description of amendment: We have a regulatory requirement to provide you with certain disclosure documents. We have incorporated these documents as part of the OAA rather than providing them to you separately.



RBC Direct Investing

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