

RBC DIRECT INVESTING INC. OPERATION OF ACCOUNT AGREEMENT

This booklet contains important information about your account, including the terms of your agreement with us, details on how we operate your account, our Commission and Fee Schedule, and our commitment to protecting your privacy. It also includes information on investor protection from the Canadian Investor Protection Fund and the Investment Industry Regulatory Organization of Canada. Please keep a copy of this booklet on file for future reference.

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In consideration for RBC Direct Investing Inc. (hereinafter referred to as “we”, “us”, “our”, or “RBC Direct Investing”) buying, selling and generally dealing with and trading in securities, the holder of the account with us, and anyone authorized to trade in the account by the holder of the account, (hereinafter collectively referred to as “you”, “your” or “acountholder”) agree that this agreement and any other applicable agreements will govern all matters pertaining to all of your accounts with RBC Direct Investing, including any future accounts or any account which you have an interest in alone or jointly.

PART 1 – INTERPRETATION

1.1 Definitions: All terms not otherwise defined herein shall have the following meanings:

“Account” means the account maintained by us on behalf of the

acountholder pursuant to the terms of this agreement;

“Account Documentation” means this agreement, our account opening forms, any online submissions or terms and conditions that apply to your use of an Automated Service, and all other agreements, forms and documents relating to your Account, whether created or executed prior to or after the date of this agreement;

“Automated Service” means any service we provide, now or in the future, that allows you to access your account, or future accounts, information or other services we provide, and allows you to provide instructions regarding your account or future accounts, by regular or automated telephone communications, interactive voice recognition, cellular, wireless or portable phone, mobile device, interactive device, fax machine, email, computer, video, intelligent terminal television, modem, Internet, online or other telecommunication or electronic communication system or other similar devices. An Automated Service includes Mobile Service. Information refers to any information you receive or provide through an Automated Service, including quotations and order requests you place;

“Biometric ID Service” means the fingerprint, face, or other biometric identity service provided by RBC or other third parties;

“CIPF” means the Canadian Investor Protection Fund;

“collateral” means all present and future credit balances, securities or contracts relating to securities held or carried through your Account, including any property in which you have an interest, and dividends or other income derived therefrom;

“eSignature” means the electronic information created by your clicking on the “Submit” button, which includes the current date and time, the session identification number and your client number;

“IIROC” means Investment Industry Regulatory Organization of Canada;

“information provider” means any company or person who directly or indirectly provides us with information. This includes securities and market data from stock exchanges and other securities markets and from dealers and issuers of securities;

“Message Centre” means our online communication centre located in our secure online site. It is where information may be securely communicated between you and us;

“Mobile Service” means an Automated Service allowing access to your Account, information or other services through a downloadable software application that we offer to you when using certain mobile devices;

“Offering Document” means a prospectus, prospectus amendment, Fund Facts document, information statement or similar product specific disclosure document.

“Order request” means any buy, sell, trade or transfer request for stocks, mutual funds, options (if applicable), cash or other securities or financial instruments or means that is created and transmitted by you and received by us through our Automated Service if and when such order request service is provided by us. Order request also means a transfer request for any credit balances in your Account to another account for which you have access to Automated Services subject to any restrictions or approvals established by RBC Direct Investing, in its sole discretion;

“Quotation” means any request made through our Automated Service for stock, option, index or other market quotation including bid/ask/last price/changes;

“RBC” means Royal Bank of Canada;

“RBC Company” means any of the affiliates of RBC or any of the

companies owned directly or indirectly by RBC, and "RBC group of companies" means all such companies;

"Regulations" means all applicable laws and/or the applicable rules, regulations, by-laws, policies and notices of any relevant regulatory authorities or SROs;

"Royal Trust" means Royal Trust Corporation of Canada and The Royal Trust Company;

"securities" includes shares, share certificates, scrip certificates, deposit receipts, warrants, rights, bonds, debentures, notes and any other securities of any kind whatsoever, commodities and futures contracts, options on securities and options on commodities and futures contracts;

"SIN" means social insurance number;

"Spouse" means any person to whom you are legally married or any person to whom you live with in a conjugal relationship outside of marriage;

"SROs" means self-regulatory organizations having authority to create Regulations, including IIROC, CIPF and the TMX Group Inc. and its affiliates and subsidiaries;

"Tax Documents" includes any tax forms, slips, receipts or other documents (including but not limited to any T1, T3, T4, T5 or RRSP contribution receipt, etc.) we may be required or permitted to send to you in connection with your Account or the assets thereof;

"Taxes" means any and all applicable taxes, assessments, interest and penalties; and

"Third Party Service Provider" means a party retained by us to act on our behalf to provide, or to assist us in providing, software and Automated Services.

The headings in this agreement are for convenience of reference and shall not in any way affect the interpretation of this agreement. Where singular is used it shall include the plural.

PART 2 – APPLICATION

2.1 General Account Agreement: By completing the applicable account opening forms, including any online submissions applicable to your use of any Automated Service, and transacting in your Account, you agree to the terms set out in the account opening forms, this Operation of Account Agreement and any other applicable agreements, including any terms and conditions that apply to your use of any Automated Service. This agreement also applies if:

- your Account is temporarily closed or reopened, or we give it a different number; and
- there is more than one accountholder or if any of the accountholders is a corporation or other entity.

Furthermore, this agreement continues to apply, and your Account is deemed not to be a new account and to continue as an existing account when your RBC Direct Investing Registered Retirement Savings Plan is converted to a RBC Direct Investing Registered Retirement Income Fund, or when your Account is changed, following your death, to an estate account.

Notwithstanding the foregoing, your Account may be subject to additional terms and conditions pursuant to our policies and any applicable regulatory requirements.

PART 3 – OPERATION OF ACCOUNT

3.1 Account Instructions: We may, at our discretion, honour instructions purporting or claiming to be from you given by verbal telephone conversation with our licensed employees, by telephone, facsimile or other electronic transmission, including without limitation, instructions provided to RBC Direct Investing through an Automated Service, or such other manner as RBC Direct Investing may determine, without the necessity of any verification or enquiry, other than the RBC Direct Investing identification number provided to you. We may, at our discretion, record any telephone communications between you and us. We will treat any instructions you give us through an Automated Service as correct as received by the Automated Service.

We may refuse to execute any instructions with respect to your account, including, without limitation, any order for the purchase or sale of a security or for the deposit or withdrawal of securities or money from your account, whenever we deem it necessary for our protection or for any other purpose and without any obligation to provide you with notice of any such refusal. We are not liable for any loss, expense or damage you suffer if we refuse to execute any instructions with respect to your account.

3.2 No Advice: 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 ("Suitability Waiver Acknowledgement"). You are solely responsible, and we are not in any way responsible, for determinations regarding the investment products and services in which you are permitted to transact, your capacity or authorization to undertake a transaction, and the investment decisions you make, as well as for your profits or losses resulting from any of the foregoing.

Furthermore, you are responsible for keeping informed of any events that may impact the securities held in your Account. This includes, without limitation, corporate actions and reorganizations of any issuer of securities held in your Account. Although we will make reasonable efforts to notify you of any such information if we become aware of same, we are not in any way liable for any losses in your Account as a result of any delay in you receiving this information or processing related transactions on your Account.

You agreed to this Suitability Waiver Acknowledgment when you opened your Account, whether online through the RBC Direct Investing secure website, or by telephone, through an Investment Service Representative, or through any other method of account opening. We maintain a record of the date and method you used to agree to the Suitability Waiver Acknowledgement. By continuing to operate your Account and/or hold funds or securities in your Account, you acknowledge and agree to our "No Advice" policy indicated above and continue to waive suitability pursuant to your Suitability Waiver Acknowledgement.

Any notifications or messages appearing on our website do not constitute a recommendation by RBC Direct Investing. You are solely responsible for your own investment decisions regarding the purchase and sale of any securities. For legal or tax related questions or advice, please consult with your legal or tax advisor.

3.3 Trading Authorization: By completing a trading authorization form or any other documentation that grants trading authority, such other documentation as approved by RBC Direct Investing in its sole discretion, you can give another person authorization to trade securities in your account, including buying and selling on margin or short selling (where applicable), debiting the accounts at Royal Bank designated by

you in writing from time to time, to transfer money between your accounts and your Royal Bank accounts (subject to reasonable restrictions imposed by us from time to time for registered plans). We will act on this person's instructions without conducting any inquiries or investigations into the propriety of such instructions. If you give authorization to more than one person, each person can deal independently with us without the consent of the others. This person may withdraw money or securities from your Account if the money is payable to you or the securities are registered in your name. 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. If you want to end another person's trading authorization on your account, you must send us a notice in writing to this effect. The notice will be effective five business days after the day we actually receive it. We may act on any instructions that we received from this person before the notice became effective. You assume the risk on all transactions involving a trading authorization on your account. You agree to indemnify us from all debts, costs, damages and losses, including legal costs, we may incur from a transaction involving a trading authorization on your account. RBC Direct Investing may in our sole discretion determine that a trading authority on an account is invalid and remove such trade authorization.

3.4 Agent or Principal: We will act as your agent for buying, selling and generally dealing in securities for you. We may also effect transactions in your Account as you may from time to time instruct us, in the securities of a related or connected issuer. In respect of your Account, you consent to the purchase or sale of securities of issuers that are related or connected to RBC Direct Investing. For further information on related and connected issuers please refer to Part F "Relationship Disclosure" of the Disclosure Documents and the following website: www.rbc.com/issuers-disclosures.

At times we may also act as principal meaning that we may buy or sell to you from our own account or the account of a related entity.

3.5 Your Information: You confirm that the information you provide to us on your RBC Direct Investing account opening forms and all other information you provide to us verbally, in writing, electronically, by an Automated Service or any other means is true and complete. This includes your telephone number and any information related to any transaction. You agree to notify us, in writing, of any material change in your financial affairs or if you or your spouse acquire a controlling interest in, or otherwise become, an insider of any reporting issuer or if you become or cease to be a partner, director, officer or employee of a member of IIROC or a relative of such partner, director, officer or employee living in the same household. You also agree to notify us of any change in address, employment or marital status. You warrant that any securities delivered to us by you or on your behalf are free of any encumbrances including constructive liens or hypothecs.

3.6 Trading Rules: All Account transactions are subject to Regulations, including without limitation the rules of IIROC. If a transaction is carried out on an exchange or market, the constitution, by-laws, rules, regulations, customs and usages of that exchange or market and its clearing house apply. If the trade is not carried out on an exchange or market, the rules, usages and customs that brokers use for similar trades, including settlement procedures, will apply.

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.

3.7 Trading in Securities: You will pay for all securities from the funds

held in your Account on the settlement date or on any other day we may set, which will be reflected in your trade confirmation. Settlement periods will vary depending on the type of security you hold. We will credit to your Account any dividends, interest, other money received for your securities and the proceeds from a sale or disposition, after deducting any charges.

We may register ownership of your securities in a nominee account held by us or our agent. In this case, we will credit any dividends, interest and sale proceeds to the nominee account and then transfer them to your Account.

We keep a record of all receipts, deliveries of securities and Account positions.

3.8 Best Execution: RBC Direct Investing and our executing broker, RBC Dominion Securities Inc. ("**RBC Dominion Securities**") will take all reasonable steps to obtain best execution when executing an order on your behalf in accordance with applicable securities regulations. For an overview of RBC Dominion Securities' order execution policy and approach to providing "Best Execution" for retail trades please refer to: <https://www.rbccm.com/globalequity/file-674250.pdf>.

3.9 Statements, Confirmations and Notices: Your Account number will appear on all statements, confirmations and tax receipts we send to you. Statements, confirmations, notices, documents, reports, information and any other communications that we send to you pursuant to Regulations or otherwise (collectively, "Documents") we send to you by prepaid first class mail are deemed to be given and received on the fifth business day after we mail them.

Any Documents we give to you in person, by fax or electronically, including through an Automated Service, are deemed to be given and received on the day we send them and not on the day you actually review them.

Trade confirmations will generally be provided to you on the first business day after the trade is executed or contracted to the Account as applicable, or as soon as practicable thereafter. Depending on the level of activity in your Account we will send you a statement of your Account either monthly or quarterly, though you may request to receive such statements on a monthly basis. We will assume your statements are complete and accurate, unless you tell us otherwise within 30 days of the date printed on them or the day we deem you to have received them, whichever is earlier.

We will assume any Documents (other than statements) we send you in writing, by telephone, personal computer system, or any other electronic or telecommunication device, including through an Automated Service, are complete and accurate, unless you tell us otherwise within five days of receiving them.

3.10 Share Certificates: When we register ownership of your securities or certificates in a nominee account, we do not have to deliver to you securities or certificates that we receive or are deposited with us when we buy securities for you. We may deliver the same kind of securities or certificates for the same amount to you instead.

You can choose to have certificates (subject to availability from the transfer agent) for your securities registered in your name and hold them for safekeeping in another location. If you want to sell any of these securities, you must sign the certificates and deliver them to us, in negotiable (transferable by endorsement or delivery) form, on or before the trade request date.

If you do not deliver the certificates on time, or do not properly sign the certificates, we may try to borrow or buy a similar kind and amount of securities and deliver them to the buyer instead. You must pay any loss or expense we incur in doing so.

3.11 Credit Balance: Any cash you hold in your Account is your “credit balance”. This cash is payable to you on demand. It is not segregated, or treated as trust funds, and represents our indebtedness to you. This means we may use such credit balances for our business. You acknowledge that the relationship between you and RBC Direct Investing is one of debtor and creditor only.

3.12 Valueless Securities: A valueless security, for the purposes of this agreement, is a share or debt instrument of a company which:

- (i) has been delisted, provided one year has passed since delisting;
- (ii) is bankrupt, in receivership or in liquidation and shares have no (or nominal) value on any exchange, listing or unregulated exchange;
- (iii) has been wound up into a parent company and shareholders of the wound up company have received neither payment nor shares in the parent company;
- (iv) exists but is no longer in business and shares have no (or nominal) value on any exchange, listing or unregulated exchange or otherwise cannot reasonably be demonstrated to have any value; or
- (v) has significant legal troubles which are reasonably believed by RBC Direct Investing to render the shares of the company to have no or nominal value (a “valueless security”), however, it will not include a security subject to one or more of the following: a cease trade, trade halt or trade suspension order.

Solely in respect of an account holding only one or more security each of which may be regarded as a valueless security, you acknowledge and agree that RBC Direct Investing shall be entitled to deem, in its sole discretion, such security to be a valueless security; such discretion to be exercised in a reasonable manner. In the foregoing circumstances RBC Direct Investing may, without notice to you, remove the valueless security from your account at zero or nominal value and the removal will be treated as a disposition of the security to RBC Direct Investing for tax purposes.

In accordance with the foregoing, you agree that we will not be liable to you for any future value attributable to the valueless security or for distributions in cash or in kind. Upon the permanent removal of the valueless security from the account, if no other assets are held other than a nominal cash balance, we may terminate this agreement and close your account in accordance with section 12.3 (Account Closing) of this agreement. Where a security forms part of a portfolio of securities held in your account and such security may be deemed to be valueless, you will have the right but not the obligation to treat such security as a valueless security and we will require your instructions prior to its removal in accordance with this provision. For more information on the process for treating a security as a valueless security or its removal from your account, please contact us at 1-800-769-2560 and for information on claiming a loss on such a valueless security, if applicable, please speak to your independent tax advisor or accountant.

3.13 Reliance on Instructions regarding Corporate Actions:

Where we have obtained your instructions or election with regard to a corporate action or with regard to the form of a dividend or other distribution, we will not seek confirmation or further instruction from you in the event that the relevant offer is changed and the only material change is with regard to the time period during which the offer may be accepted or the election may be made.

3.14 Currency Conversion of Dividends: Where a dividend is paid to us in a currency that differs from the currency of the side of your account in which the underlying security is held, we will perform a currency conversion of the dividend into the currency of the side of your account in which the underlying security is held, pursuant to section 4.6 “Foreign Exchange” of this agreement (for example, if the dividend is paid in U.S. dollars and the underlying security is held in the Canadian dollar side of your account, the dividend will be converted into Canadian dollars).

3.15 Order Delays: Subject to section 3.1 “Account Instructions” of this agreement, we will act on your instructions as soon as is practicable under the circumstances. Certain circumstances may result in a delay in our acting on your instructions.

3.16 Unclaimed Property: If RBC Direct Investing has no record of activity in your Account for a period of time as prescribed under applicable legislation, we may be required to undertake reasonable efforts to locate you. If we are unable to locate you, RBC Direct Investing is permitted to do any or all of the following, in its sole discretion:

- i. where there is applicable legislation respecting unclaimed property and payment, comply with such legislation, including reporting and/or remitting the property within your account to the applicable provincial, territorial or federal authority;
- ii. impose a system restraint on your Account such that no transfers of funds into or out of the Account may be made and no Account statements will be mailed, until you have been located and have updated your Account information; or
- iii. credit the unclaimed funds into a new account that is opened in your name, provided that all information required to open such account will be the same as the information we have on record for you.

Should the property in your Account be fully remitted to the applicable provincial, territorial or federal authority, RBC Direct Investing shall no longer have any liability or responsibility with respect to your Account and it will be closed. You may be able to reclaim the property that was in your Account from that authority subject to the prescribed procedures available under applicable legislation.

PART 4 – FEES, COMMISSIONS AND CHARGES

4.1 Administrative fees: We will deduct from your Account any applicable administrative fees, costs, charges, commissions and transaction charges for operating your Account and placing trades for you (collectively, “Administrative Fees”), including any applicable charges for using an Automated Service, registered account trustee and administrator fees, interest or financing charges on cash and securities positions, exchange fees, electronic fund transfer fees and wire transfer fees.

If you are a client of another RBC Company, you may qualify for a fee waiver or preferred pricing. Accordingly, the other RBC Company will periodically confirm your eligibility with RBC Direct Investing.

4.2 Commissions: We will deduct from your Account all commissions and transaction charges applicable to your Account (collectively, “Commissions”). Additional Taxes may be applicable. Commissions will be charged at our customary rates in place from time to time.

4.3 Additional Commissions: Commissions for most fixed income securities including, but not limited to, treasury bills, bonds, strip bonds, non-exchange listed debentures, investment certificates, money market instruments or other similar securities may, at our discretion, be included in the purchase or sale price of such securities.

4.4 Third Party Compensation: We may receive commissions or other compensation from third parties, including, without limitation, with respect to the sale of securities of a mutual fund, newly issued securities, limited partnership units, tax shelter securities, Canada and provincial savings bonds, guaranteed investment certificates and farm credit notes. We may receive compensation from third parties in respect of facilitating the collection of proxy votes from our clients, however, we do not engage in any practices intended to influence the voting decision of clients, beneficial holders of securities or other persons entitled to exercise the voting right of a security. Specifically, in the case of a mutual fund, a mutual fund manager may deduct management expenses from fund performance, and from these collected management expenses, the mutual fund manager may pay to RBC Direct Investing certain fees and charges including trailing fees.

4.5 Interest: We will deduct from your Account any interest you owe us. Our rate of interest will be the rate shown on your monthly or quarterly statement. We may change the interest rate at any time. We do not pay interest on credit balances below certain amounts. Our current interest rates and the minimum credit balance required to earn interest are available upon request or on our website at www.rbcdirectinvesting.com. Interest is charged and calculated separately for each currency that you hold in your account.

4.6 Foreign Exchange: We perform foreign currency transactions based on a direct or indirect request by you. An indirect request is where you have requested a trade in securities or have received certain entitlements (including dividends, interest, etc.) from an issuer of securities denominated in a currency other than the currency of your account. The foreign currency conversion rate that appears on your trade confirmation and account statement includes our spread-based revenue for performing this function. Spread is the difference between the rate we obtain and the rate you receive. The foreign currency conversion rate and our spread will depend on market fluctuation as well as the amount, date and type of foreign currency transaction. Foreign currency conversions take place at such rates as are available to our retail clients for currency conversions of a similar amount, date and type. In performing foreign currency transactions we may act as agent or principal. We may, at our discretion, reject a foreign currency transaction request. We convert foreign currencies into Canadian dollars, U.S. dollars or other currencies (if available) on the day we carry out your transaction. We may use a different day for:

- Mutual fund transactions
- Transactions that you and we agree on
- Other transactions we deem necessary.

4.7 Payment of Interest and Spread to Affiliates: 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.

PART 5 – DISCLOSURES

5.1 Investor Protection: We are a member of the CIPF. CIPF protects your Account within certain limits. These limits are described in the CIPF brochure which is included in this Booklet and is also available from RBC Direct Investing upon request. Unless you are otherwise informed by us, securities purchased from or through RBC Direct Investing are not insured by the Canada Deposit Insurance Corporation ("CDIC"), the Quebec Deposit Insurance Board or any other government deposit insurer and are not guaranteed by any Canadian financial institution. The value of the securities in your Account can change. Royal Trust is a member of CDIC. CDIC protects certain deposits with member financial institutions within certain limits. You should consult the CDIC website (www.cdic.ca) for information on what types of accounts, savings and financial products are covered by CDIC.

5.2 Corporate Information: We are a separate legal entity that is affiliated with a number of companies that are a part of the RBC group of companies including, without limitation, the following: Royal Bank of Canada, RBC Dominion Securities Inc., Royal Mutual Funds Inc., RBC Global Asset Management Inc., RBC Phillips, Hager & North Investment Counsel Inc., RBC Private Counsel (USA) Inc., Phillips, Hager & North Investment Management Ltd., Phillips, Hager & North Investment Funds Ltd., BonaVista Asset Management Inc., BlueBay Asset Management Ltd, Royal Trust Corporation of Canada and The Royal Trust Company.

5.3 Order Routing and Receipt of Payment for Order Flow: An affiliate of RBC Direct Investing establishes order routing arrangements with certain exchanges, broker-dealers and/ or other market centers (collectively, "market centers") or acts as a market centre on behalf of RBC Direct Investing. These arrangements have been entered into with a view toward the perceived execution quality provided by these market centers, evaluated using the guidance provided by Canadian securities regulators.

All client orders that are subject to these order routing arrangements are sent to market centers that are subject to the principles of best execution. RBC Direct Investing may receive payment in the form of cash, rebates and/ or credits against fees in return for routing client orders pursuant to these order routing arrangements. Any remuneration that RBC Direct Investing receives for directing orders to any market center reduces the execution costs for RBC Direct Investing and will not accrue to your account.

RBC Direct Investing may benefit from order routing arrangements by receiving favorable adjustments of trade errors from the market centers to which it routes orders. An affiliate of RBC Direct Investing acts as a market center in certain securities and frequently trades as principal with RBC Direct Investing client orders and stands to realize profits and losses as a result of this trading. Although no formal agreements exist, an affiliate of RBC Direct Investing may receive a disproportionately large number of orders from those market centers to which RBC Direct Investing routes client orders.

5.4 Referral Arrangement Disclosure

a. General: You may have been referred to RBC Direct Investing by RBC because of your need for investment products or services. RBC provides banking services to its clients, but it is not registered in Canada to provide investment services. RBC Direct Investing is registered as an investment dealer with the securities regulatory authorities in all Canadian provinces and territories. An employee of RBC, specifically an Investment and Retirement Planner ("IRP"), a Financial Planner ("FP") or Private Banker may have referred you to RBC Direct Investing because of your need for investment products or services.

RBC Direct Investing has a written referral arrangement agreement with RBC. Under this referral agreement, if you purchase securities products or services from RBC Direct Investing, a referral fee will be paid by RBC Direct Investing to RBC for referring you.

Once your assets have been transferred to an account at RBC Direct Investing no investment advice will be provided to you, regardless of the types of securities transferred into your account and regardless of whether or not the transfer was completed pursuant to a referral from an employee of RBC.

b. Referral Fees: If you have been referred to RBC Direct Investing by an RBC employee then the following referral arrangement applies.

If you were referred to RBC Direct Investing by an RBC IRP, RBC Direct Investing will pay RBC a referral fee of \$50, if you have a balance of between \$15,000 and \$49,999.99 in investable assets, or a referral fee of 35 basis points on your account assets up to a maximum of \$3,000, if you have a balance of \$50,000 or more in investable assets.

If you were referred to RBC Direct Investing by an RBC FP, RBC Direct Investing will pay RBC, provided that you have a minimum balance of \$50,000 in investable assets, of 12.5 basis points on your account assets transferred from a third party up to a maximum of \$15,000, and 5 basis points on your RBC account assets up to a maximum of \$15,000.

If you were referred to RBC Direct Investing by an RBC Private Banker, RBC Direct Investing will pay RBC, provided that you have a minimum of \$50,000 in external assets only, of the greater of \$250 or 15% of the first year revenue in connection with your account to a maximum of 20 basis points or \$10,000.

RBC may share a portion of any referral fee that it receives from RBC Direct Investing with individual representatives of RBC, including the individual who referred you to RBC Direct Investing.

The payment of any referral fee will not increase the fees you pay to RBC Direct Investing for your account.

c. Conflicts of Interest: As a result of a referral arrangement, the RBC employee who refers you to RBC Direct Investing may have a conflict of interest between his or her own financial interests and your interest in being referred to an RBC Direct Investing investment services representative that will provide to you the type of investment services that you have requested. In addition, RBC has a conflict of interest between its own financial interests and your interest in being referred to RBC Direct Investing to provide you the type of investment products or services that you have requested.

RBC has policies and procedures that help identify and manage potential conflicts of interest arising from its participation in referral arrangements. Please speak with your RBC Representative if you would like more information about these policies and procedures.

You acknowledge that (a) you have read and understood the contents of this Referral Arrangement Disclosure section; (b) RBC Direct Investing is not responsible for any acts, omissions, statements, or negligence of RBC or RBC employees or officers; (c) you consented to RBC giving your contact information to RBC Direct Investing and to a representative of RBC Direct Investing contacting you by telephone, computer or mail regarding products and services; (d) RBC Direct Investing may advise RBC of the products and services provided to you; (e) all services requiring registration under securities laws will be performed by a representative of RBC Direct Investing; and (f) You are under no obligation to purchase any product or service as a result of this referral arrangement.

5.5 Introducing Broker/Carrying Broker Arrangement: RBC Direct Investing is an Introducing Broker and RBC Dominion Securities Inc. ("RBC Dominion Securities") is a Carrying Broker for us under Regulations. This means that certain services are provided by RBC Dominion Securities in relation to your Account operation and pursuant to a written Introducer/Carrier Broker Agreement between RBC Direct Investing and RBC Dominion Securities. Under this arrangement, RBC Dominion Securities is responsible for certain trade execution services, clearing and settlement services, custody of cash and securities and recordkeeping services. All such services are conducted in compliance with Regulations. For regulatory and exchange purposes, all trading by clients of RBC Direct Investing would be done through the Broker ID for RBC Dominion Securities.

5.6 Market Research Surveys: We, or a designated Third Party Service Provider acting on our behalf, may from time to time contact you to answer questions for market research purposes. In all such cases, we will ensure that we respect your privacy choices as described in "Part 9 – Protecting Your Privacy" of this agreement.

PART 6 – CONSENTS

6.1 Mutual funds: We may effect transactions in your Account in the securities of a mutual fund or other investment product managed by RBC Global Asset Management Inc., Phillips, Hager & North Investment Management Ltd. and/or BlackRock Asset Management Canada Limited as you may, from time to time, instruct us. RBC Direct Investing, RBC Global Asset Management Inc. and Phillips, Hager & North Investment Management Ltd. are affiliated and wholly owned indirect subsidiaries of RBC. BlackRock Asset Management Canada Limited is a connected issuer of RBC Direct Investing.

6.2 Electronic Retention and Destruction of Documents: Account Documentation may at our discretion be retained by us electronically and the original or originals destroyed. You hereby consent, pursuant to applicable electronic commerce legislation and otherwise, to your Account Documentation being retained by us solely in electronic form and to the destruction of the original or originals. You further agree that the electronic record of your Account Documentation is admissible in any legal, administrative, regulatory, self-regulatory or other proceeding as conclusive evidence of the accuracy and completeness of its contents and your agreement to the terms and conditions contained therein in the same manner as the original or originals. In connection with the foregoing, you consent to and waive any right to object to the use, provision, acceptance, enforcement or introduction into evidence in any proceeding of any electronic copy of your Account Documentation.

6.3 Pre-Authorized Transactions: You may authorize RBC Direct Investing to set up pre-authorized transactions for deposits to, or withdrawals from, your Account, at set amounts and frequencies.

Pre-authorized transactions may include pre-authorized debits from your outside account to fund your Account for investment purposes, pre-authorized purchases of mutual funds from the cash component of your Account, or pre-authorized redemptions from mutual funds held in your Account.

You understand and agree that for pre-authorized debits or pre-authorized mutual fund purchases established in respect of registered accounts, you are solely responsible for ensuring that your deposits to, or mutual fund purchases in, as applicable, your Account, fall within your allowable annual registered plan contribution limit. The Canada Revenue Agency may apply tax penalties for over-contributions. RBC Direct Investing is not responsible for any such penalties.

6.4 Pre-Authorized Debits("PAD"): Unless otherwise defined, all capitalized terms used in this section have the meanings given to them in Rule H1 ("Rule H1") of the Canadian Payments Association ("CPA") doing business as Payments Canada.

(a) Authority to Debit Your Outside Account

Pursuant to the Personal Pre-Authorized Contribution Form, the Automatic Investment Plan/Systematic Withdrawal Plan Form and/or relevant online instructions provided in respect of a business account, you authorize RBC Direct Investing to debit an outside account held in your name (the "Outside Account") at a Processing Member with certain pre-authorized debits for the purpose of funding your Account for personal or business investment contributions. For greater certainty, those instructions, along with this Agreement, constitute your "Payor's Authorization for Pre-Authorized Debits" in accordance with the requirements of CPA Rule H1, or your "Payor's PAD Agreement".

b) Waiver/Modification of Pre-Notification/Confirmation Periods

We may change the amount or frequency of your pre-authorized debits from your Outside Account upon your written or verbal instruction requesting the change.

You waive your right to receive pre-notification under Sections 15 and 16 of CPA Rule H1, and you agree no advance notice will be provided to you in the event of a change in the amount or timing of a pre-authorized debit.

If applicable, you agree to reduce the Confirmation period to three (3) Calendar Days.

c) Cancellation/Revocation

You may cancel or revoke your Payor's Authorization for Pre-Authorized Debits at any time with thirty (30) days advance notice to RBC Direct Investing. You may obtain further information on your cancellation or revocation rights by contacting us or by visiting www.payments.ca. Your cancellation or revocation of your Payor's PAD Agreement does not terminate any other contracts or agreements that exist between you and RBC Direct Investing.

d) Recourse/Reimbursement Statement

You have certain recourse rights if any debit does not comply with your Payor's Authorization for Pre-Authorized Debits. For example, you have the right to receive a reimbursement for any debit that is not authorized or is not consistent with your Payor's Authorization for Pre-Authorized Debits.

You may obtain more information on your reimbursement rights by contacting us at 1-800-769-2560 or by visiting www.payments.ca.

A pre-authorized debit may be disputed up to ninety (90) calendar days in the case of a personal PAD or up to ten (10) calendar days in the case of a business PAD, if:

- (i) the pre-authorized debit is not drawn in accordance with your Payor's Authorization for Pre-Authorized Debits;
- (ii) the Payor's Authorization for Pre-Authorized Debits is revoked prior to the due date; or
- (iii) pre-notification or Confirmation is not received by you when required according to CPA Rule H1.

A Reimbursement Claim can be made by filing a declaration at the branch of your Outside Account, or your RBC bank account if applicable, from which the pre-authorized debits are drawn.

e) No Validation by Processing Member

The Processing Member is not responsible for validating the terms of your Payor's Authorization for Pre-Authorized Debits in respect of any PAD issued and drawn on your Outside Account. Until cancelled or revoked by you in writing to us in accordance with these terms, RBC Direct Investing is authorized to withdraw the amounts you have specified from your Outside Account and credit those amounts to your Account in accordance with your instructions.

f) Authority

You confirm your Payor's Authorization for Pre-Authorized Debits is duly Authorized by the valid authority for your Outside Account in accordance with applicable agreements with the Processing Member, and all persons whose signatures are required to authorize withdrawals have signed this Payor's PAD Agreement.

g) Disclosure of Information

You consent to the collection, use, and disclosure to third parties of your information to the extent necessary to process any pre-authorized debits.

h) Contact Information

Any notice, inquiry, request, or other communication required or permitted in connection with your Payor's Authorization for Pre-Authorized Debits must be in Writing and delivered in accordance with Section 3.9 of this Agreement and our contact information as provided in the Agreement and the contact information we have on record for you. Any such communication will be deemed to have been given in accordance with Section 3.9 of this Agreement. You agree to provide us with prior written notice of any necessary changes in your contact information.

6.5 Pre-Authorized Registered Account Contributions and Mutual Fund Purchases or Redemptions:

You may instruct RBC Direct Investing to establish pre-authorized registered account Contributions and pre-authorized mutual fund purchases or redemptions.

a) Pre-Authorized Registered Account Contributions

In the event that you have instructed us to establish a pre-authorized Contribution to your registered account using funds held in an account in your name or, in the case of a spousal contributor to your registered account, in the name of such spousal contributor, at an Outside Account, you and if applicable, your spouse, you acknowledge your Payor's PAD Agreement is for the benefit of RBC Direct Investing, as payee, and RBC in consideration of RBC agreeing to process one or more Payor's Authorization for Pre-Authorized Debits against the Outside Account in accordance with CPA Rule H1. Any pre-authorized debit instructions in your Payor's PAD Agreement can only be made for an Outside Account held solely or jointly in your name or in the name of a spousal contributor, and you warrant and guarantee that all persons whose signatures are required to provide written instructions to RBC Direct Investing have done so on the account opening forms of RBC Direct Investing.

b) Pre-Authorized Mutual Fund Purchases or Redemptions:

In the event that you have instructed us to establish a pre-authorized mutual fund purchase or redemption plan, with fixed-amount purchases or redemptions annually, semi-annually, quarterly, monthly, or bi-weekly, you agree that:

- (i) if your Account is a registered account, cash will be taken from, for a mutual fund purchase, or deposited to, for a mutual fund redemption, the cash balance inside your registered account;

(ii) if your Account is a non-registered account, cash will be taken from, for a mutual fund purchase, or deposited to, for a mutual fund redemption, the bank account you instructed RBC Direct Investing to use for this purpose, which may be an Outside Account or your RBC bank account. You agree that your Payor's PAD Agreement is for the benefit of RBC Direct Investing and the applicable mutual fund company you instructed us to use for this purpose. The mutual fund company, as payee, is authorized pursuant to your Payor's PAD Agreement to process one or more Pre-Authorized Debits against an Outside Account or your RBC bank account in accordance with CPA Rule H1. You authorize RBC Direct Investing to share your banking information with the applicable mutual fund company, if this information is necessary to establish the pre-authorized mutual fund purchase or redemption plan.

You further agree that RBC Direct Investing may accept instructions from you, which may be in writing, in connection with the establishment of, or a change to, a pre-authorized mutual fund purchase or redemption plan for your Account.

6.6 Related and Connected Issuers: In respect of your Account, you consent to the purchase or sale of securities of issuers that are related or connected to RBC Direct Investing. For an explanation of what comprises a related and/or connected issuer, as well as to view a current list of all related and connected issuers of RBC Direct Investing, please refer to Part F "Relationship Disclosure" of the Disclosure Documents and the following website: www.rbc.com/issuers-disclosures or contact an RBC Direct Investing investment services representative.

6.7 Consent to the Electronic Delivery of Documents: For the purposes of this section only, 'I' and 'me' refer to the accountholder.

I have read and understand this Consent to Electronic Delivery of Documents (this "Consent") and in the event that I do not consent to the electronic delivery of the Documents (as hereinafter defined) listed below by RBC Direct Investing in accordance with the terms of this Consent, I will indicate my preference (if available) or I will contact RBC Direct Investing at 1-800-769-2560 to instruct that Document delivery should be maintained in or revert to a paper format.

For the purpose of this Consent, I understand that all Documents delivered electronically hereunder will be delivered through the RBC Direct Investing secure investing website (the "Homepage") or the secure online communication centre located within the Homepage (the "Message Centre"). I hereby designate the Homepage and the Message Centre as information systems for the purposes of receiving electronic delivery of Documents. Based on the foregoing, I understand that I must be registered to access the Homepage in order to electronically receive Documents hereunder.

I further understand that the services provided hereunder by RBC Direct Investing in connection with the electronic delivery of Documents constitute an Automated Service.

a. Documents: I understand that the types of Documents covered by this Consent include any record of a transaction in my Account or any documents or receipts that RBC Direct Investing is required to send me under Regulations, including without limitation, account statements, trade confirmations, Tax Documents and Offering Documents (collectively, "Records"), as well as amendments to any agreement that I entered into with RBC Direct Investing and amendments to the RBC Direct Investing Commissions and Fees Schedule (collectively, "Notifications") (Records and Notifications may be collectively referred to in this Consent as the "Documents").

b. Delivery of Documents: I understand that Records will be delivered to me through the Homepage and that Notifications will be posted to the Message Centre. RBC Direct Investing will notify me that a Record has

been delivered through my Homepage by means of a message posted to the Message Centre.

c. Deemed Delivery: I acknowledge that any Document delivered to me through an Automated Service is deemed to be delivered to me at the time that the Document is delivered through the Homepage or posted to the Message Centre, as applicable, and not at the time that I actually review the Document. I agree that it is my responsibility to monitor the Homepage for Records and the Message Centre for Notifications on a regular basis but in any event, not less than once every fifteen days. I understand and agree that RBC Direct Investing is not responsible to me in any way for any damages or costs incurred by me resulting from my failure to review Records delivered through the Homepage or Notifications posted to the Message Centre. Without limiting the generality of the foregoing, I acknowledge that this agreement provides that account statements, trade confirmations and Tax Documents are deemed to be complete and accurate unless I inform RBC Direct Investing otherwise within a specified period of time and that in certain instances, I have the right under securities legislation to withdrawal from the purchase of a security offered in distribution within a specified period of time after receiving an Offering Document from RBC Direct Investing. In connection with the foregoing, I understand that it is my responsibility to monitor the Homepage for Records and the Message Centre for Notifications in order to comply with the terms of this agreement or to enforce my rights under securities legislation.

d. Delivery Options: I understand that I may at any time request delivery of the Documents in paper format by contacting RBC Direct Investing by telephone or by electronic mail. I further understand that, except with respect to Tax Documents, I may change the delivery options between electronic and standard mail delivery for my Records at anytime through the Homepage or by contacting RBC Direct Investing by telephone or electronic mail. In the case of my Tax Documents, I may change the delivery options for my Tax Documents between electronic and standard mail delivery at any time through the Homepage or by contacting RBC Direct Investing in writing by electronic mail or letter only.

e. Document Retention: I understand that I will be able to print and/or save any Document delivered through the Homepage or posted in the Message Centre, as applicable. I further understand that until such time as I close my account(s) with RBC Direct Investing, I will have access to Records delivered through the Homepage for a period of 7 years and Notifications will remain posted in the Message Centre for 90 days, unless I otherwise delete them from the Message Centre.

f. Technical Requirements: I understand that Records delivered to me through the Homepage will be in Adobe® Portable Document Format (PDF), which requires me to have Adobe Reader® software in order to open, save and/or print a Record. RBC Direct Investing does not own or operate, and is not responsible for, Adobe Reader® software. I understand that Notifications posted to the Message Centre will be in hypertext markup language (HTML) format.

g. Provision of Paper: I understand that RBC Direct Investing, in its sole discretion, may provide me with a paper copy of any Document through standard mail if it is of the view that a paper copy is necessary or if it is unable to deliver any Document electronically.

h. Capacity: I represent to RBC Direct Investing that I have the authority to enter into this Consent with respect to the account(s) in which this Consent pertains, which may include, without limitation, any account opened with RBC Direct Investing in my name, either individually or jointly with another person, or in my capacity as a trustee, executor, officer or any other authorized representative.

i. Amendments: I understand that RBC Direct Investing may change the terms of this Consent at any time by giving me thirty (30) days advance notice and that any such notice may be in the form of a Notification posted to the Message Centre or delivered to me through standard mail.

j. Other Agreements: This Consent applies in addition to any other agreement I entered into with RBC Direct Investing. Unless I have indicated otherwise, I understand that by taking no further action, I am acknowledging that I have read, understood and agree to be bound by the terms of this Consent. I understand that by contacting RBC Direct Investing to request delivery of the Documents in paper format, I will continue to receive paper copies of the Documents through standard mail. I understand that I can print a copy of this Consent at this time for my files and that a copy of this Consent, as amended from time to time, is available at anytime on the Homepage.

PART 7 – LIABILITY AND INDEBTEDNESS

7.1 Liability: We are not liable for any losses in your account as a result of events beyond our control which may be a result of:

- Trading in securities,
- Delays in receiving or processing documentation or transaction instructions, or
- Delays in transferring securities or account balances to or from a third party.

This includes any losses due to government restrictions, exchange or market rulings, suspension of trading, unusual market activity, acts of God, wars, strikes, pandemics, epidemics, natural or other disasters, or any other event beyond our control. We are not liable for any loss, expense or damage you suffer as a result of any action we take or do not take because of an error in your instructions to us or if we refuse to execute any instruction with respect to your account. We are also not liable if we do not receive your instructions.

Notwithstanding the foregoing, errors or omissions with respect to any transactions for the Account which are caused by RBC Direct Investing will be adjusted by RBC Direct Investing accordingly. Such adjustments may result in the deduction of applicable Administrative Fees from your Account.

7.2 Indebtedness:

a. General: If you owe us money, or have a “short” position with us, we may apply the credit balance in any of your non-registered accounts against any indebtedness without giving you notice. This means we may transfer any credit or debit balances between your Account and other accounts you hold with us in order to offset any indebtedness.

Subsections (b) and (c) below create rights in our favour which are in addition to and not in substitution of any other right or security held by us and shall be interpreted in order that any part of the collateral located in any other jurisdiction than the jurisdiction governing this agreement shall be charged by a valid lien or security according to the applicable laws of such other jurisdiction.

b. Security Interest: We have a security interest in all present and future collateral. This paragraph shall not be applicable to collateral while held in registered plans.

c. Additional provisions applicable to accounts opened in Quebec: You hereby grant to us (and upon each delivery thereof) a hypothec in the amount of one million dollars, plus interest at the rate of interest described to you in your monthly or quarterly account statements, on all

present and future collateral as security for all of your indebtedness and obligations, present or future, matured or contingent to you up to a maximum of one million dollars. This amount may differ pursuant to a written agreement between you and RBC Direct Investing which has been approved by an officer of RBC Direct Investing. Nevertheless, we are not obligated to grant credit to the extent of such or any other amount. This means we may treat the collateral as security for any or all of your indebtedness and obligations, present or future, matured or contingent, to us. Our nominees and us have full ownership rights over the collateral and may perform all acts of ownership with respect to the collateral to the same extent as you. This paragraph shall not be applicable to collateral while held in registered plans.

d. Debt Repayment: We may pledge or sell the collateral if you do not repay your debt or if we think it is necessary to protect ourselves. We may, without limiting the generality of the foregoing, pledge or sell the collateral at public or private sales or otherwise realize on any of the collateral for such price and on such terms as we deem best, the whole without advertisement or notice to you or other and without prior tender, demand or call of any kind upon you or others.

We will apply the proceeds of any sale of collateral in the following order:

- pay our costs and expenses related to the sale
- repay your debt to us
- transfer any remaining balance to you.

If any sale of collateral does not cover the full amount of your debt, you will remain liable to us for any deficiency remaining following our exercise of any or all of the foregoing rights. You agree that the rights we are entitled to exercise pursuant to this section are reasonable and necessary for our protection having regard to the nature of securities markets, including in particular, their volatility. If we choose to grant any indulgence or not to exercise our rights over the collateral, we do not in any way limit, reduce or discharge any indebtedness or part thereof. If we think it is necessary, we may also grant a security interest in any of your securities to any third party. The value of these securities may be more or less than the amount you owe us. This paragraph shall not be applicable to collateral while held in registered plans.

e. Securities Lending: If your securities are not fully paid for or are not excess margin securities we may lend any of your securities to any third party on terms we think are best. We may also use any of your securities to deliver against any other sale of securities we make, including a short sale. We may do so for a sale for your Account or another client's account.

Nothing in this section shall relieve us from any of our obligations under this agreement, including the obligation to deliver your securities to you pursuant to the terms of this agreement.

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

g. 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.

PART 8 – JOINT ACCOUNTS

8.1 Applicability: This part applies if your Account is opened with more than one accountholder.

8.2 Rights of Survivorship: For joint accounts opened outside of Quebec with rights of survivorship, the deceased accountholder's share of the Account will pass automatically to the surviving accountholder(s) once you give us notice in writing of the death. The surviving accountholder(s) and the estate of the deceased accountholder will be jointly and severally liable for all of the account's debts and liabilities. The terms of this agreement will apply.

8.3 Joint Accounts Opened in Quebec: For accounts opened in Quebec, the Civil Code of Quebec and other laws will apply if one of the accountholders dies.

8.4 Joint and Several Liability: Each accountholder is jointly and severally (in Quebec, solidarily) liable for all of the account's debts, obligations and liabilities.

8.5 Instructions: We may accept instructions for the Account from any of the accountholders without notifying any of the other accountholders.

This means we may buy and sell securities and transfer securities, money or property to any accountholder or third party, including paying any Account proceeds to any accountholder or third party, without giving notice to other accountholders.

We may deliver securities, money and Account property and send statements, confirmations, notices and other communications to any of the accountholders without notifying the other accountholders. We will use the most recent address we have on file for that accountholder.

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. Until we receive this notice, we may carry out orders and treat the Account as though all accountholders were living. Before or after we receive this notice, we may:

- ask the surviving accountholders for certain documents
- restrict trading on your account
- take other steps we think are necessary.

8.7 Access to Account Documentation: You will have access to all Account Documentation and you agree and understand that all other accountholders of the Account will also be provided with access to the Account Documentation.

8.8 Indebtedness of Joint Accountholders: If an individual with whom you are a joint accountholder owes us money, or has a "short" position with us, we may apply the credit balance in any non-registered accounts that you hold jointly with that person against any indebtedness of that person owed to us without giving you notice. This means we may transfer any credit or debit balances between your Account and other accounts your joint accountholder holds with us in order to offset any indebtedness owed to us by that joint accountholder.

PART 9 – PROTECTING YOUR PRIVACY

9.1 Required Consent

a. Collection of Your Personal Information: We are required to collect the following personal, financial and other information in order to open and operate your Account, to provide you with the services you request, and to fulfill our legal, regulatory and self-regulatory obligations in Canada and in some cases, abroad, and, if necessary, to protect or enforce our rights under this agreement. This information includes, without limitation:

- information required to establish your identity (e.g., name, date of birth, citizenship, etc.);
- information required to establish your financial situation (e.g., income, marital status, dependents, etc.) and your personal background;
- information you provide on an application for any of our products and services; and
- 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, from service arrangements you make with or through us, from credit reporting agencies and other financial institutions, from registries, from references you provide to us, from other investment dealers, from other financial institutions, and from other sources, as is necessary for the provision of our products and services to you. You acknowledge receipt of notice that from time to time reports about you may be obtained by us from credit reporting agencies.

b. Collection of Online Information: We may collect your online activity information in public and secure websites of any RBC Company and in RBC Company advertisements hosted on Third Party websites, using cookies and other tracking technology. Your online activity information may be used together with other information we have about you to assess the effectiveness of online promotions, to gather data about website functionality, to understand your interests and needs, to provide you with a customized online experience, to send you notifications that are consistent with your preferences and to communicate to you information about products and services that may be of interest to you. The consent in this section will not change any other consent or preferences you have given or may give regarding the collection, use and disclosure of your personal information. To request that your online activity information not be collected and used for the purposes noted in this section, please feel free to contact an RBC Direct Investing investment services representative at 1-800-769-2560. For more details please see our online Privacy Policy by visiting our website at www.rbcdirectinvesting.com and selecting the "Privacy" link.

c. Use of Your Personal Information: Your information may be used by us for the purposes of opening and operating your Account and to provide you with services you request. We may also use your information in any other manner that is required or permitted by law or under the rules of any self-regulatory authority in which we are a member. For greater certainty, the following are additional examples of the manner in which we may need to use your information:

- to verify your identity and investigate your personal background;
- to better understand your current and future investment needs and your financial situation;

- to determine your eligibility for the products and services that we offer;
- to help us better understand the current and future needs of our clients;
- to communicate to you any benefit, feature and other information about the products and services you have with us;
- to help us better manage our business and your relationship with us;
- to maintain the accuracy and integrity of information held by a credit reporting agency;
- to protect or enforce our rights under this agreement or to comply with Regulations; and
- as required or permitted by law.

Also, for regulatory purposes, SROs may require access to personal information of current and former clients, employees, agents, directors, officers, partners and others that has been collected or used by us. SROs collect, use or disclose such personal information obtained from us for regulatory purposes, including:

- Surveillance of trading-related activity;
- Sales, financial compliance, trade desk review and other regulatory audits;
- Investigation of potential regulatory and statutory violations;
- Regulatory databases;
- Enforcement or disciplinary proceedings;
- **Reporting to securities regulators; and**
- Information sharing with securities regulatory authorities, regulated marketplaces, other self regulatory organizations and law enforcement agencies in any jurisdiction in connection with any of the foregoing.

If we have your SIN, we may use it for tax reporting purposes in order to comply with income reporting requirements of the appropriate government agencies. Also, we may share your SIN with credit reporting agencies and use your SIN as an aid to identify you in order to ensure an accurate match between your information and your credit bureau information, and to keep your information separate from that of other clients with a similar name. If we do not have your SIN, the matching process may be less accurate and we may have to ask you again for your SIN in order to properly review your application. If you choose not to provide us with your SIN for this purpose, this does not on its own prevent you from obtaining credit but it may mean that it will take longer to review your application.

d. Disclosure of Your Personal Information: For the purposes described above, we may disclose your information to other financial institutions and our employees, agents and service providers, who are required to maintain the confidentiality of your information, except in limited circumstances where a service provider (such as a collection agency) may share your information with a credit reporting agency who may share it with others. We may also disclose your information to governments, regulatory authorities or SROs as required by any domestic or foreign law, as required or permitted under Regulations, or as otherwise permitted by law. Such reporting of your information (including trading related activity) to the foregoing authorities and SROs may be made at our discretion without notice, acting reasonably, even in

the absence of a specific request or a legal or regulatory requirement to do so. In the event any of our service providers are 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 the service provider is located. We may also use your information and share it with any other RBC Company in order to:

- manage our risks and operations and those of any other RBC Company,
- comply with valid requests for information about you from regulators, self-regulatory authorities and other persons who have a right to issue such requests, and
- to let any other RBC Company know your choices under “Other Uses of Your Personal Information” for the sole purpose of honouring your choices. Upon your request, we may give this information to other persons.

9.2 Other Uses of Your Personal Information: In addition to the uses above, we may also use your personal information for the following:

We may use your information to promote our products and services, and promote products and services of third parties we select, which may be of interest to you. We may communicate with you through various channels, including telephone, computer, mail or mobile applications using the contact information you have provided.

We may use your information, including your consents to receive information, to pre-select a preference for receiving information through email or other electronic means to assist with the operation, ongoing maintenance and marketing to your account.

We may also, where not prohibited by law, share your information with any other RBC Company for the purpose of referring you to them or promoting to you products and services which may be of interest to you. We and any other RBC Company may communicate with you through various channels, including telephone, computer, mail or mobile applications using the contact information you have provided. You acknowledge that as a result of such sharing they may advise us of those products or services provided.

If you also deal with any other RBC Company, we may, where not prohibited by law, consolidate your information with information they have about you to allow us and any of them to manage your relationship with an RBC Company and our business.

You may choose not to have your information shared or used for any of these “Other Uses” by contacting us as set out below, and in this event, you will not be refused credit or other services just for that reason. We will respect your choices and, as mentioned above, we may share your choices with any other RBC Company for the sole purpose of honouring your choices regarding “Other Uses of Your Personal Information”.

9.3 Access to 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. To request access to such information, to ask questions about our privacy policies or to request that your information not be used for any or all of the purposes outlined under the heading “Other Uses of Your Personal Information”, you may do so now or at any time in the future by contacting an RBC Direct Investing investment service representative at 1-800-769-2560.

9.4 Our Privacy Policies

You may obtain more information about our privacy policies by asking for a copy of our “Financial fraud prevention and privacy protection”

brochure, by calling us at the toll free number shown above or by visiting our web site at www.rbc.com/privacysecurity.

PART 10 – SHAREHOLDER COMMUNICATIONS

10.1 General: Under Canadian securities laws, you are entitled to receive a copy of all security holder materials issued by or in respect of Canadian public issuers whose securities you hold in your Account with us. The following is a description of how you can receive or refuse to receive these materials.

This description exclusively applies to issuers of securities that are governed only by Canadian provincial securities laws. It does NOT apply to issuers of securities that are governed by the laws of the United States or other countries. Accordingly, even if you indicate to us that you do not wish to receive security holder materials, RBC Direct Investing Inc. may be required to send security holder materials of non-Canadian issuers to you.

The securities held in your Account with us are not registered in your name but are held in “Street Name”. Registration of securities in this manner means that, even though you are the beneficial owner of these securities, the issuers of the securities held in your Account do not know your identity or details of your securities holdings. We are required under securities law to obtain your instructions concerning various matters relating to the securities you may hold in your account.

10.2 Disclosure of Beneficial Ownership Information: Canadian provincial securities laws permit Canadian reporting issuers of the securities held in your account, as well as other persons and companies, to send materials related to the affairs of the issuer directly to you if you do not object to having your identifying information disclosed to the issuer or other persons and companies.

Part 1 of the “Shareholder Communication Instructions Form” (in this part, the “Form”) included in your account opening forms allows you to tell us if you object or do not object to our disclosure, to the issuer or other persons or companies, of your beneficial ownership information, consisting of your name, address, electronic mail address, securities holdings and preferred language of communication. Securities legislation restricts the use of your beneficial ownership information to matters relating to the affairs of the reporting issuer.

If you **DO NOT OBJECT** to the disclosure of your beneficial ownership information, please mark the first box on Part 1 of the Form. In those circumstances, you will not be charged with any costs associated with sending security holder materials to you.

If you **OBJECT** to the disclosure of your beneficial ownership information by us, please mark the second box in Part 1 of the Form. If you do this, all materials to be delivered to you as a beneficial owner of securities will be delivered by us. If you object to the disclosure of your beneficial ownership information by us, you will not receive security holder materials if the Canadian reporting issuer or other third party initiating the mailing refuses to pay the cost of delivery unless you agree to pay for the cost of delivery by marking the first box in Part 3 of the Form.

10.3 Receiving Securityholder Materials: You have the right to receive proxy-related materials sent by Canadian reporting issuers to registered holders of their securities in connection with meetings of such security holders. Among other things, this permits you to receive the necessary information to allow you to have your securities voted in accordance with your instructions at a security holder meeting. In addition, Canadian reporting issuers may choose to send other security holder materials to beneficial owners, although they are not obliged to do so. Securities law permits you to decline to receive security holder

materials. The three types of material that you may decline to receive are:

- proxy-related materials, including annual reports and financial statements, that are sent in connection with a security holder meeting;
- annual reports and financial statements that are not part of proxy-related materials; and
- materials that a reporting issuer or other person or company sends to security holders that are not required by corporate or securities law to be sent to registered holders.

Part 2 of the “Shareholder Communication Instructions” allows you to receive all materials sent to beneficial owners of securities, to decline to receive the three types of materials referred to above, or to receive only proxy-related materials that are sent in connection with a special meeting.

If you want to receive **ALL** materials that are sent to beneficial owners of securities, please mark the first box on Part 2 of the Form. If you want to receive **ONLY** proxy-related materials that are sent in connection with a special meeting, please mark the second box in Part 2 of the Form. If you want to **DECLINE** to receive the three types of materials referred to above, please mark the third box in Part 2 of the Form.

Please Note: If you mark the “**I OBJECT**” box in Part 1 of the Form, Canadian reporting issuers and other parties initiating a shareholder mailing may, but are not required to, bear the costs associated with the sending of security holder material to you. (Even if you **DECLINE** to receive the materials described in Part 2 of the Form; this only applies to certain types of material). As a result, **UNLESS** you also mark the “**I WISH TO PAY**” box in Part 3 of the Form, you will not receive any materials for which the Canadian reporting issuer or other party initiating the mailing has refused to cover the cost of delivery. **EVEN IF YOU DECLINE** to receive the three types of materials referred to above, a reporting issuer or other person or company is entitled to deliver these materials to you, provided that the reporting issuer or other person or company pays all costs associated with the sending of these materials. If you have objected to disclosure of your beneficial ownership information to reporting issuers on Part 1 of the Form, these materials will be delivered to you by RBC Direct Investing, not by the reporting issuer, at your expense.

10.4 Preferred Language of Communication: You will receive materials in the preferred language of communication (English or French) you selected when you opened your Account if the issuer makes these materials available in that language.

PART 11 – AUTOMATED SERVICES

11.1 General: By using any of our Automated Services described in this section, you agree to the terms set out below:

- that the terms in this Part are in addition to and are not a substitute for the rest of this agreement
- that if there is a conflict between the terms of this Part and the rest of the agreement, the terms in this Part will prevail.

RBC Direct Investing is not liable for any decision you made or action you take in reliance on any information provided through our Automated Services.

The terms, rules, procedures, fees and charges set out in any written or computer-generated instructions, software, manuals, fee schedules or other documents relating to our Automated Services form part of this agreement.

Not all of the same functionality or features may be accessible or

available for all accounts, services or Automated Services or at all times.

11.2 Passwords: Your password is the personal password or passwords you have chosen or we have provided to you ("Password"). Your Password lets you access your Account, enter order requests, get quotations, engage in Account transactions and establish automatic transactions (together, "**Transactions**") and receive information through our Automated Services.

You are fully responsible and liable for the security and confidentiality of your Password, all use and misuse of your Password, and all instructions provided using your Password. You agree to keep your Password secure, confidential and separate from your Account number and any other information or documents relating to your Account at all times. You will not disclose your Password to any person including, without limitation, to any online account aggregation service provider, or permit any other person to use your Password. You will immediately notify us if you know or suspect that your Password has been lost or stolen or becomes known to or used by any other person. RBC Direct Investing is not required to verify the identity or authority of any person using your Password and may act upon any instructions that are given with your Password. However, we may, in our sole discretion, require proof at any time of the authority of any person seeking to give instructions to us using your Password, and may refuse to accept or act upon any Instructions if it is not satisfied with such proof. You are responsible for any charges or losses resulting from the use of your Password.

We are not liable for any unauthorized use of an Automated Service by any other person.

11.3 Delivery of Disclosure. You consent to receive, by electronic means, any disclosures that we must provide or present to you as part of any Transaction, as well as any disclosures that we must provide or present to you following the execution of any Transaction. Disclosures which are not delivered or presented to you electronically will be provided in paper format.

11.4 Electronic Signatures.

- (i) Certain documents that we may provide in connection with your Account or a Transaction require your signature and will be presented to you electronically. You consent that when you agree to a document electronically, your agreement will be captured and your eSignature shall be legally binding.
- (ii) You agree that you adopt the electronic information, described further below, which will constitute your signature and signature card for account opening purposes as created by you by clicking on the "Submit" button. This electronic information includes the record of your client number combined with the session identification number and date and time stamp associated with the click to submit action.

11.5 Third Party Service Providers. You understand and agree that:

- (i) we may use Third Party Service Providers to provide or to assist us in providing Automated Services; and
- (ii) other than our subsidiaries or affiliates, we are not affiliated or associated with Third Party Service Providers.

Except as varied by the paragraph immediately below, the consents and authorizations contained in this section will not change any other consent, authorization or preference you have given or may give to us regarding the collection, use and disclosure of your information.

You authorize us to collect, use and disclose, any information required to provide or operate the Automated Services, or any information or content you may provide while using or accessing Automated Services, for the following purposes:

You also authorize Third Party Service Providers to use information or any content you may provide while using the Automated Services for preparing, using and distributing statistical, profiling, performance or operation reports about the Automated Services.

- (iii) to share such information or content with Third Party Service Providers for the purpose of providing or assisting us in providing Automated Services; and
- (iv) to prepare the reports described immediately below.

11.6 Software (if provided): The software, including the technology, information and related documents, we may provide for you to use or to use with the Automated Services belongs to us or our affiliate. You may use this software only for your own benefit and must take all reasonable measures to make sure that no unauthorized person has access to it. You will return it to us promptly if we ask you to including if we end this agreement or our Automated Services.

You agree to the terms of any software licence agreement provided to you with the software. You may not make any changes, reverse engineer, disclose, lease, loan, duplicate or otherwise reproduce the software without the consent, in writing, of an officer of RBC Direct Investing.

We reserve the right to support only the most current release of any computer software or related documents we provide to you relating to the use of any of our Automated Services. If you do not accept any software upgrades we provide to you, we may cancel any or all of your Automated Services without giving you notice. Our affiliates, are not liable for the use or performance of any software RBC Direct Investing may provide.

If you download the software:

We grant to you a non-exclusive and non-transferable license for the software. The license authorizes you to use the software in object code format for the purpose of using Mobile Services, Automated Services and/or accessing any services, features, functionality, content and/or information made available by us.

We retain at all times all ownership rights, including without limitation, copyright, in the software. You agree not to copy the software and not to disclose or distribute the software to third parties. We have no obligation to provide any training, maintenance, or other assistance for the software.

YOU ACCEPT THE SOFTWARE "AS IS" AND ASSUME THE ENTIRE RISK FOR THE PERFORMANCE OF THE SOFTWARE. WE WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR USE OF THE SOFTWARE, UNDER THIS AGREEMENT OR OTHERWISE.

We may end the terms relating to the software in this section at any time on notice to you. On the ending of these terms, you will destroy or return to us all copies of the software and all related documentation that is in your possession. The grant of the license in this section may not be assigned by you unless agreed upon in writing by us.

We may use Third Party Service Providers to assist us in providing software. In such cases: you accept the software “as is” and assume the entire risk for the performance of the software. Third Party Service Provider will not be liable to you for any damages resulting from your use of the software, under this Agreement or otherwise;

- in no event will Third Party Service Provider be liable for any loss of data, or any incidental, indirect, consequential, special, aggravated, punitive, exemplary or similar damages whatsoever, in whole or in part, (including any business interruption, loss of profits, data, information, opportunity, revenues, goodwill or any other commercial or economic loss), caused to you, regardless of the cause of action, even if Third Party Service Provider has been advised of the possibility of such damages;
- in no event will Third Party Service Provider's liability to you for all damages exceed the amount of fees paid, if any.

11.7 Consent. You hereby acknowledge and agree that for record keeping, instruction confirmation, and other business purposes, RBC Direct Investing may in its sole discretion: (a) monitor your use of any Automated Services (as defined in this schedule), including instructions, with us; and (b) create and retain permanent records (including digital records) of your use of Automated Services, including instructions, with us, all without any further notice to you, and you hereby specifically consent to such monitoring and record creation and retention.

11.8 Accessing Your Services: You may not enter restricted areas of any of our computer or telecommunications systems or of any of our affiliates or perform any functions that are not authorized under this Agreement. We may

- suspend or cancel your access to an Automated Service without giving you notice if we believe that you are using it to gain unauthorized access to systems or information, are using it inappropriately or if there is unusual activity in or relating to your account. We may restore your access after we review the situation.
- Cancel your access without giving you notice if we believe that you are using your password, an Automated Service or information in an unauthorized or inappropriate manner or if there is unusual activity in or relating to your Account.

11.9 Intellectual Property. We are the owner of all intellectual property rights subsisting on each website page and Automated Services made available by us. Unless otherwise indicated, trademarks and logos, and all works, including texts, images, illustrations, software, HTML codes, audio clips and videos appearing on RBC Direct Investing's website pages are our property and without our express written permission, may not be reproduced, republished, downloaded, posted, transmitted, distributed or modified, in whole or in part, in any form whatsoever, except for personal and non-commercial use, including viewing, printing or archiving of electronic copies of your activities, in accordance with this Agreement and as we may further instruct you. Nothing in this Agreement is to be interpreted as conferring a right to use our works, trademarks or logos in any other way.

11.10 Mobile Services:

If you use Mobile Services:

- You must be enrolled in Automated Services in order to use Mobile Services;

- You will not have access to all of the same services, features, functionality, content or information (including your Message Centre, notices, legal and privacy terms, links, statements, and complete Information) as you do through other Automated Services and you must use an Automated Service other than Mobile Services on a regular basis to access such services, features, functionality, content and information;
- There may be important terms and conditions that are displayed only when you click on information icons or links within Mobile Services. You must access and read those terms and conditions, and by using Mobile Services those terms and conditions apply to your use of Mobile Services, in addition to the terms and conditions of any applicable agreements; and
- Mobile Services may not be available for use in locations outside of Canada and the United States.

11.11 Communications, Contracts and Order Requests by Electronic Means (if available). You authorize us to act on all instructions from you or on your behalf through any Automated Service, including for all order requests placed for your Account through any Automated Service. For greater clarity, any communication or contract that is received from you by electronic means, or that is purported to be given by you, regardless of whether or not it was actually from you, will be considered to be duly authorized and binding on you and will be enforceable against you. You agree that any communication or contract delivered, received or entered into by electronic means shall be considered to be signed and/or delivered and to constitute a “writing” for the purposes of any applicable statutory, contractual or other legal requirement. You agree not to dispute any such communication or contract on the basis that it was delivered, received or entered into by electronic means, including on the basis that it was not “in writing” or was not signed or delivered. For the purposes of this Agreement, the term “electronic means” means any communication method permitted by us from time to time that may include computer, telephone, cell phone, smart phone, Internet, email, personal digital assistant, facsimile, video or other method of telecommunication or electronic transmission.

Once the Automated Services have been accessed, you authorize RBC Direct Investing to accept and you agree to be responsible for any instruction given by you or purposed to be given by you. Any instruction will have the same legal effect as if it was a written instruction and signed by you.

You are responsible for making sure that:

- we receive your order request
- any instructions given for your Account or related to an Automated Service are true, accurate and complete
- You agree to accept responsibility for any loss caused as a result of, or in connection with, an order request transmitted through an Automated Service by you. We will verify all orders. We may require you to confirm the order request prior to our processing it. We may maintain a database or use another method to keep a record of all your instructions using the Automated Services.

11.12 Prohibition on Use. You will not (a) provide untrue, inaccurate or incomplete information about yourself or your accounts held with us or at other financial institutions; (b) access or use the Automated Services for an illegal, fraudulent, malicious or defamatory purpose; (c) take steps or actions that could or do undermine the security, integrity, effectiveness, goodwill or connectivity of the Automated Services (including illegal, fraudulent, malicious, defamatory or other activities that threaten to harm or cause harm to any other person); or (d) reverse engineer the source code for any software.

11.13 Using Information: The information we provide through our Automated Services:

- has been independently obtained from information providers through sources we believe are reliable
- belongs to the information providers. You may use the information only for your own benefit. You may not reproduce, sell, distribute, circulate or commercially exploit it in any way or provide it to any other person without our consent in writing or the consent of the information providers, if needed; and
- the information may include views, opinions and recommendations of individuals or organizations that may be of interest to investors generally.

The information providers and we do not:

- endorse any of these views or opinions
- give investment, tax, accounting or legal advice
- recommend buying or selling any security
- guarantee that this information is accurate, complete, timely or in the correct order.

11.14 Modifications and Interruptions to Functioning of Automated Services: We may modify any or all of our Automated Services without giving notice to you. This agreement applies to any of the services (or part or features thereof) added or changed by us. Any of our Automated Services may periodically be unavailable because of maintenance, updates or other reasonable causes, including during periods of increased market activity or events beyond control.

11.15 Liability: During periods of modifications and/or interruptions to our Automated Services, we, and our affiliates, will not be liable to you or any other person for any damages, direct, indirect, consequential or special, including, without limitation, all losses, costs, expenses, loss of profits, loss of business revenue or failure to realize expected savings arising from or out of (a) the functioning of Automated Services, or any act or omission in connection with your accessing or using Automated Services; or (b) an order request not being received by us. We, and our

information providers are not liable to you or any other person for events beyond our or our information providers' control affecting the Automated Services including:

- the accuracy, completeness, timeliness or correct order of the information
- any decision you make or action you take by relying on any of the information or on our Automated Services
- any interruption of any data, information or other aspect of the Automated Services as a result of any act or, omission resulting from a communications or power failure, equipment or software malfunction or any other cause beyond our or our information providers' control. Events beyond our control include, but are not limited to, government restrictions, stock exchange or market rulings, suspension of trading, unusual market activity, acts of God, wars, strikes, pandemics, epidemics and natural or other disasters. Our affiliates are not responsible for any losses, damages or personal injury that you or any other person suffers as a result of your access or use of the Automated Services.

11.16 Ending Automated Services: You can cancel an Automated Service by giving us 30 days notice in writing. We may cancel your Automated Services without giving you notice. When this Agreement ends, any Automated Services provided to you will also end.

11.17 Survival of Certain Terms: Your obligations, representations and acknowledgements concerning the following sections in this Part shall survive the termination of this agreement: "Passwords", "Accessing Your Services", "Using information", and "Software (if provided)".

11.18 Account Aggregation: If you are also an RBC Online Banking client and you provide us with your RBC UserID (please note that this is different from your confidential RBC password), you will be provided with RBC's account aggregation feature (the "Aggregation Service") that allows you to view your Account balance information regarding your accounts with us in RBC's Online Banking service. This account aggregation feature is provided to you by RBC in accordance with the "Electronic Access Agreement" that you entered into with RBC. This account aggregation feature is not mandatory and in the event that you do not want to receive this feature in connection with your accounts with us, you are not required to provide us with your RBC User ID.

11.19 Biometric ID Services: RBC Direct Investing does not endorse or warrant the use of Biometric ID Services (as defined herein). Furthermore, we are not liable for any third - party Biometric ID Services and your use and/or your inability to use them. If you choose to enable Biometric ID Services on your electronic device for use with the RBC Mobile app, any biometric information registered on your electronic device can be used to sign into the RBC Mobile app and therefore access your Accounts and information. Signing into the RBC Mobile app with Biometric ID Services will have the same effect as signing in using your client card and/or username, and password. You are responsible for any transactions on your Account that are authorized through Biometric ID Services and/or for any related access to your Account, information or services. If you enable Biometric ID Services for the RBC Mobile app, once signed into that app, you will be able to access other RBC apps, including apps of other RBC entities, available from within the RBC Mobile app without providing other sign-in credentials, even though you may not have enabled Biometric ID Services for such other apps. We will not be liable for any losses that may result from the RBC Mobile app being signed into or accessed through Biometric ID Services using biometric information that does not belong to you. To help keep your Account and information safe and secure, you agree that only your biometric information is registered to use Biometric ID Services on your electronic device and no one else knows your electronic device passcode.

11.20 Message Centres: If you use the Aggregation Service in connection with other account providers within the RBC group of companies, we may connect your online message centres. This means that we may provide you with access to the online message centres of such companies in the RBC Direct Investing secure online site, and that such companies will provide you with access to your RBC Direct Investing Message Centre in their online services.

11.21 Verified.Me: Verified.Me is an example of a service provided by a Third-Party Service Provider. Verified.Me applies only when you use the Verified.Me service provided and operated by SecureKey Technologies Inc. (**SecureKey**) This service allows you to authorize Identity & Data Providers to provide certain Personal Information and other information that they have obtained about you (**User Information**) to participating organizations in Canada (**Relying Parties**) chosen by you that request your User Information to facilitate their interactions with you.

For the purpose of section 11.21 of this agreement, the additional defined terms apply:

- "Identity & Data Provider" means an eligible organization in

Canada that participates in the Verified.Me service and that obtains User Information. This includes financial institutions, credit bureaus, telecommunications providers, government departments and agencies and other eligible third parties.

- **“Personal Information”** means information that can be used to identify you, including: name, email address, mobile or home phone number(s), mailing address, date of birth and certain details of your account, profile or other information.

- **“Released Parties”** means SecureKey, RBC and all other Identity & Data Providers and Relying Parties that participate in the Verified.Me Service, and, as applicable, their respective affiliates, subsidiaries, divisions, suppliers and service providers, and all of their respective directors, officers, employees and agents, and **“Released Party”** means any one of them.

Verified.Me Service User Agreement. You understand and agree that your use of the Verified.Me Service is governed by the Verified.Me Service User Agreement (EN: <https://verified.me/terms-conditions>; FR: <https://verifiez.moi/conditions-dutilisation/>) (**SecureKey Terms**) presented when you sign up for the Verified.Me service. You understand and agree that RBC Direct Investing is a Released Party as defined above and in the SecureKey Terms and we are entitled to benefit from and rely on any applicable terms in the SecureKey Terms.

PART 12 – GENERAL TERMS

12.1 Amendments: We may change any term of this agreement by giving you at least 30 days notice in writing. Where authorized to do so, we may notify you through an Automated Service. You may not change any of the terms of this agreement without the approval in writing of an officer of RBC Direct Investing. We will assume that you agree with the change if you continue to use your Account or service or to hold funds or securities in your Account once the change is effective. If any Regulations that apply to this agreement change, we will assume that the terms of the agreement that are affected by this change are changed accordingly.

12.2 Termination: 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.

12.3 Account Closing: We may, in our sole discretion and without notice to you, close your Account and terminate this agreement if your

Account

- (i) is inactive, other than transactions by RBC Direct Investing to address ongoing account related matters, for a period of 18 months or more ; or

- (ii) does not contain any assets except for a nominal cash balance, for a period of 18 months or more.

In addition, in our sole discretion, we may suspend, freeze, or restrict access to, restrain, block or terminate your right to use your Account or any services related to your Account, without notice, even if you are not in default of this agreement if:

- (i) there is unusual, improper, or suspicious activity;

- (ii) you are a victim of fraud or identity theft in order to prevent future losses;

- (iii) we are required by law;

- (iv) there is a dispute about, or it is uncertain to us, who is entitled to holdings in the Account;

- (v) we have reasonable grounds to believe that you did or may commit fraud, used or will use the account for any unlawful purpose, or caused or will cause us a loss;

- (vi) you operate the Account in an unsatisfactory manner or contrary to our policies; or

- (vii) you violate the terms of any agreement applicable to the Account or any related service. Upon freezing or closing your account, RBC Direct Investing will have the right to, among other things, redeem securities and convert securities to certificate form.

12.4 Tax Representation: You represent to RBC Direct Investing that, for so long as you have an account with RBC Direct Investing or any affiliate, you have filed and will continue to file truthfully all necessary tax returns, forms and disclosures with respect to all of your transactions and accounts at RBC Direct Investing or its affiliates with each taxation authority having jurisdiction over your tax affairs by reason of your citizenship, residence or domicile. You acknowledge and agree that you are responsible for paying any Taxes owing to any taxation authority in relation to such accounts.

12.5 Capacity: If a corporation, trust, partnership, investment club or other legal entity opens the account, it hereby confirms that:

- it has the right and ability to enter into this agreement and carryout the transactions described in it
- the execution and delivery of this agreement have been properly authorized.

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.

If you are a married woman, you represent that you are married under the regime of separation as to property under the laws of Quebec. If you cannot make such representation then your husband must also sign this agreement and your account opening forms.

12.6 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. In the event of any indicia of your incapacity, we reserve the right, but are not obliged, (i) to refuse to act upon any instruction provided by an attorney appointed under a valid power of attorney or (ii) to require such documentation as we deem appropriate, in each case, where we believe, acting reasonably, that any instruction may not be in your best interest. Upon notice of your death or incapacity, 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.

In accordance with section 2.1 and following a review of the notification to us of your death, we may deem your account to continue as an existing account for the sole purpose of allowing the assets of the account to be distributed, or to be transferred to a testamentary trust, in each case in accordance with the terms of your will. In accordance with the foregoing, we reserve the right to require (i) the completion, by a representative of your estate or other court appointed or otherwise recognized representative (each a "Personal Representative"), of any of our forms or provision of any other documents which we deem appropriate, and (ii) the distribution or transfer to be completed within a period of time determined by us, acting reasonably. You agree, in accordance with section 2.1 and for the purposes of this section, that the terms of this agreement shall survive and your Personal Representative shall take over your rights and duties to the same extent as such rights and duties are enjoyed by you.

12.7 Waiver: Terms of this agreement can only be waived by us by the approval in writing of an officer of RBC Direct Investing.

If this agreement allows us to take alternative courses of action, we may choose to take any, none or all of them. Any action we take or decide not to take will not be considered a waiver of any terms and will not affect our rights, remedies, or powers under this agreement.

12.8 Assignment: You cannot assign this agreement to any other party without our consent in writing. This agreement binds you as well as your heirs, executors, administrators, successors and any party to whom this agreement has been properly assigned. If we merge or amalgamate with another company or companies, or if another company takes over our retail brokerage business, the new company will take over our rights and duties under this agreement.

12.9 Severability: If any term of this agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provisions and everything else in this agreement shall continue in full force and effect.

12.10 Language: You and RBC Direct Investing have expressly requested that this agreement and any other documents relating to it be in English. Vous et RBC Placements en Direct avez expressément demandé que ce contrat et tout document y afférent, y compris tout avis, soient rédigés en langue anglaise.

12.11 Entire Agreement: The terms in this agreement constitute the entire agreement with respect to your Account and supersede any oral and other written agreements.

12.12 Governing Law: This agreement is made and shall be interpreted in accordance with the laws of the jurisdiction in which your Account is maintained.

13.1 Defined Terms: All terms not otherwise defined in this part have the meaning ascribed thereto in the section entitled "Personal Guarantee of Corporate Indebtedness" in our account opening forms.

13.2 Continuing Guarantee: The Personal Guarantee is a continuing guarantee which covers all present and future Liabilities and the Personal Guarantee will survive any incidental, temporary or intermittent closing out, reopening or renumbering of any of the Corporation's accounts.

13.3 Payments to Us: The Guarantor will, upon any demand thereof, pay to us the amount of all of the Liabilities, or such part thereof as may have been demanded, together with interest, calculated daily, and compounded monthly, from the date of demand until payment. The interest rate shall be the interest rate designated from time to time by us to its branches as being its effective rate for determining interest on debit balances in accounts maintained with us. Any amount which we state is owing by the Corporation shall be accepted by the Guarantor as conclusive evidence that such amount is owing by the Corporation to us. We shall be entitled to make more than one demand under the Personal Guarantee and no demand shall in any way terminate or extinguish the Personal Guarantee.

13.4 Guarantor's Waiver of Notice: The Guarantor waives notice of, and any modifications to, the terms of any present or future agreement between the Corporation and us, the types of securities traded by the Corporation and the Corporation's trading pattern. The Guarantor confirms that we may deal with and accept orders for the Corporation's accounts without notice to the Guarantor. The Guarantor also waives notice of the condition of the Corporation's accounts at any time and from time to time, including notice of any failure by the Corporation to make timely payments of the Liabilities, and Guarantor waives any right to receive copies of any confirmations, statements or other communications sent by us to the Corporation.

13.5 Termination of the Personal Guarantee: The Guarantor may terminate the Personal Guarantee by sending a written notice to this effect to RBC Direct Investing. By giving such notice, the Guarantor shall not, except for any transactions executed by us within a reasonable time after receipt of such notice for the purpose of closing out positions existing at such time, be liable to us for any Liabilities arising on or after the trading day immediately following the day on which such notice is received. The Guarantor shall continue to be liable to us for any Liabilities arising from transactions executed on or before the day of receipt of such notice.

13.6 Waiver of Defences: The Guarantor's liability to us will not be limited, reduced or discharged by us in the event that we:

- grant any extension or other indulgence or any release or discharge to the Corporation or any other guarantor or surety;
- take, give up or abstain from perfecting any security or taking advantage of, exercising or otherwise dealing with any security held by us;
- accept any compositions from or otherwise deal with the Corporation or any other guarantor or surety;
- apply any monies received from the Corporation or others or from any security against the Liabilities in any manner we see fit;

PART 13 – PERSONAL GUARANTEE OF CORPORATE INDEBTEDNESS

- fail to exhaust our recourse against the Corporation or any other guarantor or surety at any time prior to requiring or enforcing payment from the Guarantor under the Personal Guarantee; or
- act, or fail to act, in any manner which might otherwise operate as a discharge, whether partial or absolute, of the Guarantor's obligations under the Personal Guarantee; and the Personal Guarantee shall remain in effect notwithstanding any of the foregoing. The Guarantor hereby renounces all benefits of division and discussion.

13.7 Communications to the Guarantor: Any notice or communication to the Guarantor may be given by prepaid mail, fax or email to any address, fax number or email address of record of the Guarantor with us, or may be delivered personally to the Guarantor or to any such address of record and shall be deemed to have been received, if mailed, on the second business day after mailing or, if sent by fax or email, on the day sent or, if delivered, when delivered. Nothing in this section shall be interpreted as requiring us to give any notice to the Guarantor which is not otherwise required to be given by us.

PART 14 – ADDITIONAL TERMS APPLICABLE TO NON-CORPORATE ENTITIES

14.1 Liability of Members: In the event that your Account is opened in the name of a partnership, investment club, association or other similar organization (hereinafter referred to as the "Non-Corporate Entity"), each partner, member, associate or other authorized individuals in the case of a similar organization, as the case may be (hereinafter referred to as a "Member"), is jointly and severally liable without the benefit of divisions or discussion, for the full and timely settlement of each transaction in your account, for any debit balance in your Account and for any damages suffered by us as a result of any failure by the Members to give the notices required under this part.

14.2 Death or Withdrawal of a Member: You will forthwith provide written notice to RBC Direct Investing of the death of any Member or the withdrawal of any Member from the Non-Corporate Entity. Such Member or the estate of such Member shall continue to be jointly and severally liable to us for any liability arising from transactions initiated or executed on or before the day of receipt by RBC Direct Investing of such notice.

14.3 New Members: You will provide written notice to RBC Direct Investing of the admission of any new Member to the Non-Corporate Entity, including the name and address of such new Member.

14.4 Pledge of Securities: As continuing collateral security for the payment of your account, the Members hereby pledge to us all of the securities which may now or hereafter be held by us, whether held in your Account or in any other account in which any of the Member has an interest and whether or not such amounts owing related to the securities pledged.

14.5 Communications by Us: Any notice or communication to the Non-Corporate Entity by us may be delivered or sent by prepaid mail, fax or email to any address, fax number or email address of record with us or any Signing Officer or Trading Officer (as set out in the resolution you completed within our account opening forms) and shall be deemed to be have been received, if delivered, when delivered, if mailed, on the second business day after mailing or, if sent by fax or email, on the day sent, and upon such receipt, shall be binding and effective against all of the Members.

PART 15 – ADDITIONAL TERMS FOR TRADING ON MARGIN

15.1 General: When you open a margin account to trade securities on margin, you agree to the terms set out below:

- that the terms in this Part are in addition to and are not a substitute for the rest of this agreement or any other agreement relating to margin accounts
- that if there is a conflict between the terms in this Part and the rest of the agreement or any other agreement relating to margin accounts, the terms in this Part will prevail
- to pay any charges, fees and commissions that may apply to this account
- to pay us on demand any money you owe us relating to this account
- to maintain the margin we require
- to promptly meet all margin calls
- to declare a short sale whenever you request one
- to pay any charges, including but not limited to financing and borrowing, that may be applicable to a short position.

We may do the following without giving you notice:

- reduce or cancel the margin
- refuse to increase the margin
- require you to provide more margin than is required by any applicable regulatory or self-regulatory authority
- review and change our margin rates at any time without giving you notice
- sell the securities in your Account without notice to meet our margin requirements (but are under no requirement to do so)
- obtain credit reports concerning you for the purposes of determining whether you should be approved or continue to be approved for trading securities on margin.

15.2 Credit Reports: You acknowledge receipt of notice that from time to time reports about you may be obtained by us from credit reporting agencies.

15.3 Leverage Risk Disclosure: You acknowledge that you have received a copy of the Leverage Risk Disclosure included in this Booklet.

15.4 Termination of Margin: When this agreement ends, the margin service through this Account will also end.

15.5 Loan Acknowledgement: You acknowledge that securities held in your margin account that are not fully paid or are not excess margin securities may, to the extent permitted by Regulations, be loaned to us or loaned to others and we have no obligation to retain under our possession and control a like amount of securities.

15.6 Shareholder vote of Loaned Securities: In connection with any loan of securities held in your margin account you acknowledge that we or others may receive and retain certain benefits to which you will not be entitled. You further acknowledge that in certain circumstances, such loans may limit, in whole or in part, your ability to exercise voting rights of such securities lent.

PART 16 – ADDITIONAL TERMS FOR OPTIONS TRADING

16.1 Regulations: Each transaction executed for the Account will be subject to, and the accountholder will abide by, the prevailing Regulations.

16.2 Settlement, Commissions and Interest: Full and timely settlement will be made of each transaction. The accountholder will pay to RBC Direct Investing commissions and other transaction charges in respect of each transaction or option exercised (including any transaction pursuant to section 8) and interest, calculated daily and compounded monthly, on outstanding indebtedness. Such commissions and other charges shall be at RBC Direct Investing's customary rates in the circumstances or as negotiated from time to time. The interest rate shall be the interest rate designed from time to time by RBC Direct Investing to its branches as being its effective rate for determining interest on debit balances. The accountholder waives notices of all changes in such rates.

16.3 Operation of the Account:

(a) RBC Direct Investing will credit to the Account any interest, dividends or other monies received in respect of Securities held in the Account and any monies (net of all charges) received as proceeds from the sale or other disposition of Securities from the Account, and will debit to the Account any amounts owing, including interest, by the accountholder to RBC Direct Investing pursuant to this agreement. RBC Direct Investing will maintain a record of receipts and deliveries of Securities and the accountholder's resulting positions in the Account.

(b) For the purpose of this Part "indebtedness" at any time means the indebtedness of the accountholder to RBC Direct Investing represented by the debit balance, if any, of the Account at the time.

16.4 Payment of Indebtedness: The accountholder will promptly pay indebtedness when due except to the extent covered by a margin facility.

16.5 Margin: RBC Direct Investing will open or maintain the Account and grant a margin facility to the accountholder provided that RBC Direct Investing may, without notice, at any time and from time to time;

(a) reduce or cancel any margin facility made available to the accountholder or refuse to grant any additional margin facility to the accountholder; or

(b) require the accountholder to provide margin in addition to the margin requirement of applicable regulatory authorities.

The accountholder acknowledges that for certain option strategies producing a credit, applicable regulatory authorities may require significant additional margin. The accountholder will provide RBC Direct Investing with any margin which is requested by RBC Direct Investing and will promptly pay any Indebtedness due as a result of any reduction or cancellation of any margin facility.

16.6. Pledge of Securities: As continuing collateral security for the payment of any Indebtedness, the accountholder hereby pledges to RBC Direct Investing all of the accountholder's Securities which may now or hereafter be held by RBC Direct Investing, whether or not such Indebtedness relates to the Securities pledged.

16.7 Use of Collateral by RBC Direct Investing: So long as any indebtedness remains unpaid, RBC Direct Investing is hereby authorized to the extent permitted by law, without notice, to use at any time and from time to time the accountholder's Securities in the conduct of RBC Direct Investing's business, including the right to:

- combine any of the accountholder's Securities with the property of RBC Direct Investing or other accountholders or both;
- pledge any of the accountholder's Securities which are held in RBC Direct Investing's possession as security for its own indebtedness;
- loan any of the accountholder's Securities to RBC Direct Investing for its own purposes; or
- use any of the accountholder's Securities for making delivery against a sale, whether a short sale or otherwise and whether such sale is for the Account or the account of any other RBC Direct Investing's accountholders.

16.8 Elimination or Reduction of Indebtedness by RBC Direct Investing if:

- the accountholder fails to pay any Indebtedness when due;
- RBC Direct Investing deems the margin held by it to be insufficient for its protection;
- on or before any settlement date the accountholder fails to provide to RBC Direct Investing any required Securities or certificates in acceptable delivery form; or
- the accountholder fails to comply with any other requirement contained in this agreement;

then, in addition to any other right or remedy to which RBC Direct Investing is entitled, RBC Direct Investing may at any time and from time to time without notice or demand to the accountholder:

- apply monies held to the credit of the accountholder in any other account with RBC Direct Investing to eliminate or reduce Indebtedness;
- sell, contract to sell or otherwise dispose of any or all of the Securities held by RBC Direct Investing for the accountholder and apply the net proceeds therefrom to eliminate or reduce Indebtedness;
- purchase or borrow any Securities necessary to cover short sales or any other sales made on the accountholder's behalf in respect of which delivery or certificates in an acceptable delivery form has not been made; or
- cancel any outstanding orders.

Such rights may be exercised separately, successively or concurrently. RBC Direct Investing shall not be required by this agreement to exercise any such rights nor shall it be required to exercise any right prior to exercising any other right. The failure to exercise any or all of such rights of the granting of any indulgence shall not in any way limit, reduce or discharge any Indebtedness or part thereof. Any such sales or purchases for the Account may be made upon any exchange or market or at a public or private sale upon such terms and in such manner as RBC Direct Investing deems advisable. If demand is made or notice given to the accountholder by RBC Direct Investing, it shall not constitute a waiver of any of RBC Direct Investing's rights to act hereunder without demand or notice. Any and all expenses (including any legal expenses) reasonably incurred by RBC Direct Investing, in connection with exercising any right pursuant to this section 16.8 may be charged to the Account. The accountholder acknowledges that the accountholder shall remain liable to RBC Direct Investing for any deficiency remaining following the exercising by RBC Direct Investing of any or all of the foregoing rights and that the rights which RBC Direct

Investing is entitled to exercise pursuant to this section are reasonable and necessary for its protection having regard to the nature of securities markets, including in particular, their volatility.

16.9 Option Trading:

a. Rights of RBC Direct Investing: RBC Direct Investing may from time to time:

- (i) reject or modify any order placed by the accountholder
- (ii) act through its market maker or options attorney as principal on the other side of any transaction executed for the accountholder;
- (iii) require any transaction to be on a cash-only basis, particularly during the last 10 days prior to expiry of an option;
- (iv) limit or restrict short positions of, or short sales by, the accountholder;
- (v) limit or restrict the timing by which options orders or exercise instructions must be placed; or
- (vi) disclose the accountholder's trading and positions to any responsible exchange or clearing corporation.

b. Accountholder Obligations: The accountholder will:

- (i) whether acting alone or in concert with others, comply with the position and exercise limits set by any relevant exchange or clearing corporation; and
- (ii) give RBC Direct Investing timely instructions regarding the exercise or disposition of any option position.

c. Amendments to Rules: The accountholder acknowledges that rules may be enacted, amended or repealed by any relevant exchange or clearing corporation which will affect existing positions or subsequent transactions.

d. Exercise Assignment Notices: The accountholder acknowledges that exercise assignment notices are allocated by the relevant clearing corporation at any time during the day. RBC Direct Investing will allocate such notices when received on an automated random basis unless the accountholder is notified otherwise by prior written notice. RBC Direct Investing is not responsible for any delay with respect to the assignment by the clearing corporation or the receipt by RBC Direct Investing of such notices. The accountholder confirms that the accountholder will accept an allocation on this basis.

e. Liability of RBC Direct Investing: Errors or omissions with respect to any transaction for the Account which are caused by RBC Direct Investing will be adjusted by RBC Direct Investing. RBC Direct Investing will not be liable to the accountholder in any way for errors or omissions caused by persons, or by conditions, over which RBC Direct Investing has no control.

f. Instructions and Absence of Instructions: The accountholder will instruct RBC Direct Investing regarding any option transaction by no later than 3:30 p.m. Eastern time on the last trading day of the option. If the last day of trading of the option occurs on a day where the market closes early, the accountholder will instruct RBC Direct Investing by no later the thirty (30) minutes before the market closes.

If the accountholder fails to give RBC Direct Investing timely instructions, then RBC Direct Investing may take action with respect to an option that in its sole discretion determines should be taken, including but not limited to

- (i) exercising, buying or selling any valuable option on behalf of the accountholder in which case the accountholder will pay any resulting transaction costs; and

- (ii) exercising for the account and risk of the accountholder, buying, selling or closing out any expiring valuable option.

g. Writing Covered Options: If the accountholder is authorized to write (sell) covered Call options, then the accountholder must have the underlying Securities covered by any such option in the Account, or an acceptable escrow receipt made available to RBC Direct Investing evidencing ownership of such Securities and their availability to RBC Direct Investing upon exercise of the option, at the time of writing such options. The accountholder will not sell or withdraw from the Account such Securities or any Securities accruing thereto during the term of such options and acknowledges that RBC Direct Investing may prohibit the withdrawal from the Account of any cash dividends or other cash distributions accruing thereon during the term of such options.

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.

16.10 Holding and Return of Securities: RBC Direct Investing may hold the accountholder's Securities at its head office or any of its branches or at any other location where it is customary for RBC Direct Investing to keep its Securities and RBC Direct Investing's responsibilities to the accountholder for so holding the accountholder's Securities shall be limited to the same degree of care exercised by RBC Direct Investing in the custody of its own Securities. Certificates for Securities for the same issue and for the same aggregate amounts may be delivered to the accountholder in lieu of those originally deposited by the accountholder.

16.11 Free Credit Balances: Any monies held by RBC Direct Investing from time to time to the accountholder's credit are payable on demand. Except to the extent required by law, such monies need not be segregated and may be used by RBC Direct Investing in the ordinary conduct of its business. The accountholder acknowledges that the relationship of the accountholder and RBC Direct Investing with respect to such monies is one of debtor and creditor only.

16.12 Transfer to Other Accounts: RBC Direct Investing may at any time and from time to time take any monies or securities in the Account and any proceeds from the sale or other disposition of such Securities to pay or cover any obligations of the accountholder to RBC Direct Investing including obligations of the accountholder in respect of any other account with RBC Direct Investing whether such account is a joint account or is an account guaranteed by the accountholder.

16.13 Declaration of Short Sales: You will declare all short sales to us at the time of ordering a short sale.

16.14 Good Delivery of Securities: Except for any declared short sale, the accountholder will not order any sale or other disposition of any Securities not owned by the accountholder or of which the accountholder will be unable to make delivery in acceptable delivery form on or before the settlement date.

16.15 Risks: You acknowledge that you: (a) are aware of the risks involved in both the purchase and writing of options, whether or not undertaken in combination with the purchase or sale of other options or securities; (b) understand the rights and obligations associated with put and call option contracts; (c) are financially able to assume such risks and to sustain any losses resulting from such trading; and (d) have received a copy of the Risk Disclosure Statement for Futures and Options or, in the event that your Account is being opened in Quebec, the Disclosure Document for Recognized Market Options, both of which are included in this Booklet.

16.16 Authority of RBC Direct Investing: Whenever RBC Direct Investing deems it necessary or advisable, RBC Direct Investing may, in its sole discretion and without notification to the accountholder, take such steps as RBC Direct Investing may deem appropriate to protect its positions and any obligations which it may have assumed at the accountholder's request, including without limitation, the right to buy or sell short for the accountholder's account and risk any part or all of the shares represented by options endorsed by RBC Direct Investing for the accountholder's accounts.

DISCLOSURE DOCUMENTS

PART A – LEVERAGE RISK DISCLOSURE

Use of Leverage: Using borrowed money to finance the purchase of securities involves a greater risk than using cash resources only. If you borrow money to purchase securities, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the securities purchased declines.

PART B – RISK DISCLOSURE STATEMENT FOR FUTURES AND OPTIONS

FOR FUTURES AND OPTIONS

This brief statement does not disclose all of the risks and other significant aspects of trading in futures contracts, options or other derivatives. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in derivatives is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

FUTURES CONTRACTS

1. Effect of "Leverage" or "Gearing"

Transactions in futures contracts carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

2. Risk-Reducing Orders or Strategies

The placing of certain orders (e.g. "stop-loss" order, where permitted under local law, or "stop-limit" orders) which are intended to limit losses to certain amounts may not be effective because market conditions may

make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

OPTIONS

3. Variable Degree of Risk

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures Contracts above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract, the seller will acquire a position in a future with associated liabilities for margin (see the section on Futures Contracts above). If the option is "covered" by the seller holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

ADDITIONAL RISKS COMMON TO DERIVATIVES

4. Terms and Conditions of Contracts

You should ask the firm with which you deal about the terms and conditions of the specific futures contracts, options or other derivatives which you are trading and associated obligations (e.g., the circumstances under which you may become obligated to make or take delivery of the underlying interest and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

5. Suspension or Restriction of Trading and Pricing Relationships

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the derivative may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge "fair" value.

6. Deposited Cash and Property

You should familiarize yourself with the protections accorded money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be prorated in the same manner as cash for purposes of distribution in the event of a shortfall.

7. Commission and Other Charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

8. Transactions in Other Jurisdictions

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been affected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

9. Currency Risks

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is need to convert from the currency denomination of the derivative to another currency.

10. Trading facilities

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary; you should ask the firm with which you deal for details in this respect.

11. Electronic Trading

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all. Your ability to recover certain losses which are particularly attributable to trading on a market using an electronic trading system may be limited to less than the amount of your total loss.

12. Off-Exchange Transactions

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks.

Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules.

PART C – DISCLOSURE DOCUMENT FOR RECOGNIZED MARKET OPTIONS

No securities commission or similar authority in Canada has in any way passed upon the merits of options referred to herein and any representation to the contrary is an offence. This document contains condensed information respecting the options referred to herein. Additional information may be obtained from your dealer.

A high degree of risk may be involved in the purchase and sale of options, depending to a large measure on how and why options are used. Options may not be suitable for every investor. See "**Risks in options trading**" and "**Additional Information**".

Introduction

This disclosure statement sets forth general information relevant to the purchase and sale of put and call options traded on a recognized market and cleared through a clearing corporation. Information concerning the underlying interests on which options are traded, the terms and conditions of these options, the recognized markets on which they trade and the applicable clearing corporations may be obtained from your dealer. Information on investment strategies and possible uses of options may also be obtained from your dealer.

This disclosure statement refers only to options and clearing corporations which have been recognized or qualified for purposes of this disclosure statement by provincial securities administrators where required. The options discussed herein trade on markets which, for the purposes of this disclosure statement only, are referred to as "recognized markets".

Nature of an option

An option is a contract entered into on a recognized market between a seller (sometimes known as a writer) and a purchaser where all the terms and conditions of the contract (called the "specifications"), other than the consideration (called the "premium") for the option are standardized and predetermined by the recognized market. The premium, paid by the purchaser to the seller is determined in the market on the basis of supply and demand, reflecting such factors as the duration of the option, the difference between the exercise price of the option and the market price of the underlying interest, the price volatility and other characteristics of the underlying interest.

There are two types of options: calls and puts. A call gives the purchaser a right to buy, and a put the right to sell, a specific underlying interest at a stated exercise price and within a specified period of time or on a specific date. An option subjects the seller to an obligation to honour the right granted to the purchaser if exercised by the purchaser. Underlying interests can be shares of a specific corporation, bonds, notes, bills, certificates of deposit, commodities, foreign currency, the cash value of an interest in a stock index or any other interest provided for in the specifications.

An option transaction is entered into on a recognized market by a purchaser and a seller represented by their respective dealers. When

the transaction is concluded it is cleared by a clearing corporation affiliated with the recognized market on which the option is traded. When an option transaction is cleared by the clearing corporation it is divided into two contracts with the clearing corporation becoming the seller to the purchaser in the transaction and the purchaser to the seller. Thus on every outstanding option, the purchaser may exercise the option against the clearing corporation and the seller may be called upon to perform his obligation through exercise of the option by the clearing corporation.

Options may also be classified according to delivery requirements: actual delivery and cash delivery. An actual delivery requires the physical delivery of the underlying interest if the option is exercised. A cash delivery option requires a cash payment of the difference between the aggregate exercise price and the value of the underlying interest at a specified time prior or subsequent to the time the option is exercised. Options are issued in series designated by an expiration month, an exercise price, an underlying interest and a unit of trading. At the time trading is introduced in options with a new expiration month, the recognized market on which the option is traded establishes exercise prices that reflect the current spot prices of the underlying interest. Generally, three series of options are introduced with exercise prices at, below and above the current spot price. When the spot price of the underlying interest moves, additional options may be added with different exercise prices. Options having the same underlying interest and expiration month, but having different exercise prices, may trade at the same time.

Specifications of options

Specifications of options are fixed by the recognized market on which they are traded. These specifications may include such items as trading units, exercise prices, expiration dates, last day of trading, and the time for determining settlement values.

An option may be bought or sold only on the recognized market on which the option is traded. The recognized market and the clearing corporation may each impose restrictions on certain types of transactions, and under certain circumstances may modify the specifications of outstanding options. In addition, a recognized market or a clearing corporation may limit the number of options which may be held by an investor and may limit the exercise of options under prescribed circumstances.

Exercising options

An option may have either an American style exercise or European style exercise irrespective of where the recognized market is located. An American style option can be exercised by the purchaser at any time before the expiration. To do this, the purchaser notifies the dealer through whom the option was purchased. A purchaser should ascertain in advance from his dealer the latest date on which he may give such notice to his dealer. An European style option may only be exercised by the purchaser on a specified date. Upon receiving an exercise notice from the purchaser's dealer, the clearing corporation assigns it to a member which may re-assign to it a client on a random or other predetermined selection basis.

Upon assignment, the seller must make delivery of (in the case of a call) or take delivery of and pay for (in the case of a put) the underlying interest. In the case of a cash delivery option, the seller must, in lieu of delivery, pay the positive difference between the aggregate exercise price and the settlement value of the underlying interest (in the case of both a call and a put).

A purchaser of an option which expires loses the premium paid for the option and his transaction costs. The seller of an option which expires will have as his gain the premium received for the option less his

transaction costs.

Trading of options

Each recognized market permits secondary market trading of its options. This enables purchasers and sellers of options to close out their positions by offsetting sales and purchases. By selling an option with the same terms as the one purchased, or buying an option with the same terms as the one sold, an investor can liquidate his position (called an "offsetting transaction"). Offsetting transactions must be made prior to expiration of an option or by a specified date prior to expiration. Offsetting transactions must be effected through the broker through whom the option was initially sold or purchased.

Price movements in the underlying interest of an option will generally be reflected to some extent in the secondary market value of the option and the purchaser who wishes to realize a profit will have to sell or exercise his option during the life of the option or on the specified date for exercise, as the case may be.

Costs of options trading

Margin requirements

Prior to trading options, a seller must deposit with his dealer cash or securities as collateral (called "margin") for the obligation to buy (in the case of a put) or sell (in the case of a call) the underlying interest if the option should be exercised. Minimum margin rates are set by the recognized market on which the option trades. Higher rates of margin may be required by the seller's dealer.

Margin requirements of various recognized markets may differ. In addition, they are subject to change at any time and such changes may apply retroactively to options positions previously established

Commission charges

Commissions are charged by dealers on the purchase or sale of options as well as on the exercise of options and the delivery of underlying interests.

Risks in options trading

Options can be employed to serve a number of investment strategies including those concerning investments in or related to underlying interests. SOME STRATEGIES FOR BUYING AND SELLING OPTIONS INVOLVE GREATER RISK THAN OTHERS.

The following is a brief summary of some of the risks connected with trading in options:

1. Because an option has a limited life, the purchaser runs the risk of losing his entire investment in a relatively short period of time. If the price of the underlying interest does not rise above (in the case of a call) or fall below (in the case of a put) the exercise price of the option plus premium and transaction costs during the life of the option, or by the specified date for exercise, as the case may be, the option may be of little or no value and if allowed to expire will be worthless.
2. The seller of a call who does not own the underlying interest is subject to a risk of loss should the price of the underlying interest increase. If the call is exercised and the seller is required to purchase the underlying interest at a market price above the exercise price in order to make delivery, he will suffer a loss..
3. The seller of a put who does not have a corresponding short position (that is an obligation to deliver what he does not own) in the underlying interest will suffer a loss if the price of the underlying interest decreases below the exercise price, plus transaction costs minus the premium received. Under such circumstances, the seller of the put will be

required to purchase the underlying interest at a price above the market price, with the result that any immediate sale will give rise to a loss.

4. The seller of a call who owns the underlying interest is subject to the full risk of his investment position should the market price of the underlying interest decline during the life of the call, or by the specified date for exercise, as the case may be, but will not share in any gain above the exercise price.

5. The seller of a put who has a corresponding short position in the underlying interest is subject to the full risk of his investment position should the market price of the underlying interest rise during the life of the put, or by the specified date for exercise, as the case may be, but will not share in any gain resulting from a decrease in price below the exercise price.

6. Transactions for certain options may be carried out in a foreign currency. Accordingly, purchasers and sellers of these options using Canadian dollars will be exposed to risks from fluctuations in the foreign exchange market as well as to risks from fluctuations in the price of the underlying interest.

7. There can be no assurance that a liquid market will exist for a particular option to permit an offsetting transaction. For example, there may be insufficient trading interest in the particular option; or trading halts, suspensions or other restrictions may be imposed on the option or the underlying interest; or some event may interrupt normal market operations; or a recognized market could for regulatory or other reasons decide or be compelled to discontinue or restrict trading in the option. In such circumstances the purchaser of the option would only have the alternative of exercising his option in order to realize any profit, and the seller would be unable to terminate his obligation until the option expired or until he performed his obligation upon being assigned an exercise notice.

8. The seller of an American style option has no control over when he might be assigned an exercise notice. He should assume that an exercise notice will be assigned to him in circumstances where the seller may incur a loss.

9. In unforeseen circumstances there may be a shortage of underlying interests available for delivery upon exercise of actual delivery options, which could increase the cost of or make impossible the acquisition of the underlying interests and cause the clearing corporation to impose special exercise settlement procedures.

10. In addition to the risks described above which apply generally to the buying and selling of options, there are timing risks unique to options that are settled by the payment of cash.

The exercise of options settled in cash results in a cash payment from the seller to the purchaser based on the difference between the exercise price of the option and the settlement value. The settlement value is based on the value of the underlying interest at a specified point in time determined by the rules of the recognized market. This specified point in time could vary with the option. For example, the specified point in time could be the time for establishing the closing value of the underlying interest on the day of exercise or in the case of some options based on a stock index the time for establishing the value of the underlying interest which is based on the opening prices of constituent stocks on the day following the last day of trading. Options for which the settlement value is based on opening prices may not, unless the applicable recognized market announces a rule change to the contrary, trade on that day.

The settlement value for options, futures contracts and futures options may not be calculated in the same manner even though each may be

based on the same underlying interest.

Where the settlement value of a cash delivery option is determined after the exercise period, the purchaser who exercises such option will suffer from any unfavourable change in the value of the underlying interest from the time of his decision to exercise to the time settlement value is determined. With actual delivery options, this risk can be covered by a complementary transaction in the actual market for the underlying interest.

The seller of a cash delivery option is not informed that he has been assigned an exercise notice until the business day following exercise, at the earliest, and the seller will suffer from any unfavourable change in the value of the underlying interest from the time of determination of the settlement value to the time he learns that he has been assigned. Unlike the seller of an actual delivery option, the seller of a cash delivery option cannot satisfy his assignment obligations by delivery of the lower valued underlying interest, but must pay cash in an amount determined by the settlement value.

The type of risk discussed above makes spreads and other complex option strategies involving cash delivery options substantially more risky than similar strategies involving actual delivery options.

Tax consequences

The income tax consequences of trading in options are dependent upon the nature of the business activities of the investor and the transaction in question. Investors are urged to consult their own professional advisers to determine the consequences applicable to their particular circumstances.

Additional information

Before buying or selling an option an investor should discuss with his dealer:

- his investment needs and objectives;
- the risks he is prepared to take;
- the specifications of options he may wish to trade;
- commission rates;
- margin requirements;
- any other matter of possible concern.

Specifications for each option are available on request from your dealer and from the recognized market on which the option is traded. Should there be any difference in interpretation between this document and the specifications for a given option, the specifications shall prevail.

PART D – STRIP BOND AND STRIP BOND PACKAGES INFORMATION STATEMENT

June 2014

We are required by provincial securities regulations to provide you with this Information Statement before you can trade in strip bonds or strip bond packages based on bonds of the Government of Canada, a Canadian province, or certain foreign governments or political subdivisions thereof. Please review it carefully.

Preliminary Note Regarding the Scope of this Information Statement

This information statement relates to strip securities that are based on bonds of the Government of Canada, a Canadian province, or certain foreign governments or political subdivisions thereof. Provincial

securities regulations create an exemption from dealer registration and prospectus requirements for these types of securities.

Strip securities may also be based on Canadian corporate bonds. While some of the information in this Information Statement may also be relevant to corporate bond-based strips, corporate bond-based strips are outside the scope of this Information Statement. If you are planning to purchase a strip or strip package based on a corporate Canadian bond, please note that such securities are not governed by the regulations referred to above, but rather, may be subject to certain decisions issued by Canada's securities regulatory authorities exempting certain Canadian corporate bond-based strip securities from various regulatory requirements, including Section 2.1 of National Instrument 44-102 – Shelf Distributions and Section 2.1 of National Instrument 44-101 – Short Form Prospectus Distributions. See e.g. RBC Dominion Securities Inc. et al., (2013) 36 OSCB 3867 (Apr. 8), online: www.osc.gov.on.ca/en/SecuritiesLaw_ord_20130411_2110_rbc-dominion.htm. Pursuant to each such decision, Canadian securities dealers file with the applicable Canadian securities regulatory authorities a short form base shelf prospectus and certain supplements thereto, pursuant to which certain Canadian corporate-bond based strip securities may be distributed on an on-going basis without a full prospectus (the "CARs¹ and PARs² Programme"). For each decision, the applicable shelf prospectus and its supplements may be found on the System for Electronic Document Analysis and Retrieval or "SEDAR" at www.sedar.com.

Risk and other disclosures relating to securities issued as part of the CARs and PARs Programme are set forth in the shelf prospectus and supplements published on SEDAR, and investors considering purchasing such securities are advised to consult these documents, since considerations unique to securities issued as part of the CARs and PARs Programme are not addressed herein.

Strip Bonds and Strip Bond Packages ("Strips")

A strip bond—commonly referred to as a "strip"—is a fixed-income product that is sold at a discount to face value and matures at par. This means the holder is entitled to receive the full face value at maturity. Strips do not pay interest, but rather, the yield at the time of purchase is compounded semi-annually and paid at maturity. Since the return on a strip is fixed at the time of purchase, strips may be a suitable investment where the holder requires a fixed amount of funds at a specific future date.

A strip is created when a conventional debt instrument, such as a government or corporate bond, discount note or asset-backed security (i.e., the "underlying bond"), is separated into its "interest" and "principal" component parts for resale. Components are fungible and may be pooled together where they share the same issuer, payment date and currency and have no other distinguishing features. The two types of components may be referred to as follows:

- The "coupon": the interest-paying portion of the bond; and
- The "residual": the principal portion.

A strip bond package is a security comprised of two or more strip components. Strip bond packages can be created to provide holders with a regular income stream, similar to an annuity, and with or without a lump sum payment at maturity. By ladderizing strips with staggered maturities or other payment characteristics, holders can strategically manage their cash flow to meet their future obligations and specific needs.

Strips vs. Conventional Bonds

Strips are offered on a variety of terms and in respect of a variety of

underlying bonds, including government bonds issued by the Government of Canada or provincial, municipal and other government agencies, or a foreign government. CARs and PARs are examples of strips derived from high-quality corporate bonds. Some differences between strips and conventional bonds that you may wish to consider include the following:

- strips are sold at a discount to face value and mature at par, similar to T-bills. Unlike conventional interest-bearing debt securities, strips do not pay interest throughout the term to maturity; rather, the holder is entitled to receive a fixed amount at maturity. The yield or interest earned is the difference between the discounted purchase price and the maturity value; thus, for a given par value, the purchase price for a strip will typically be lower the longer the term to maturity;
- a strip with a longer term to maturity will generally be subject to greater price fluctuations than a strip of the same issuer and yield but with a shorter term to maturity;
- strips typically offer higher yields over T-Bills, GICs and term deposits, and over conventional bonds of the same issuer, term and credit rating;
- the higher yield offered by strips reflects their greater price volatility. Like conventional bonds, the price of a strip is inversely related to its yield. Thus, when prevailing interest rates rise, strip prices fall, and vice versa. However, the rise or fall of strip prices is typically more extreme than with conventional bonds of the same issuer, term and credit rating. The primary reason for this greater volatility is that no interest is paid in respect of a strip bond prior to its maturity;
- unlike conventional bonds that trade in \$1,000 increments, strips may be purchased in \$1 multiples above the minimum investment amount, thereby enabling a holder to purchase a strip for any desired face value amount above the minimum investment amount; and
- strips are less liquid than conventional bonds of the same issuer, term and credit rating: there may not be a secondary market for certain strips and strip bond packages, and there is no requirement or obligation for investment dealers or financial institutions to maintain a secondary market for strips sold by or through them; as a result, purchasers should generally be prepared to hold a strip to maturity, since they may be unable to sell it --or only able to sell it at a significant loss --prior to maturity.

Dealer Mark-ups and Commissions

When purchasing or selling a strip bond or a strip bond package, the prospective purchaser or seller should inquire about applicable commissions (mark-ups or mark-downs) when executing the trade through an investment dealer or financial institution, since such commissions will reduce the effective yield (if buying) or the net proceeds (if selling). Investment dealers must make reasonable efforts to ensure the aggregate price, inclusive of any mark-up or mark-down, is fair and reasonable taking into consideration all reasonable factors. Commissions quoted by investment dealers generally range between \$0.25 to \$1.50 per \$100 of maturity amount of the strip, with commissions typically at the higher end of this range for small transaction amounts, reflecting the higher relative costs associated with processing small trades.

The table below illustrates the after-commission yield to a strip holder with different terms to maturity and assuming a before-commission yield of 5.5%. All of the yield numbers are semiannual. For example, a strip bond with a term to maturity of one year and a commission of 25 cents per \$100 of maturity amount has an after-commission yield of 5.229%.

The before-commission cost of this particular strip bond will be \$94.72 per \$100 of maturity amount while the after-commission cost will be \$94.97 per \$100 of maturity amount. In contrast, a strip bond with a term to maturity of 25 years and a commission of \$1.50 per \$100 of maturity amount has an after-commission yield of 5.267%. The before-commission cost of this particular strip bond will be \$25.76 per \$100 of maturity amount while the after-commission cost will be \$27.26 per \$100 of maturity amount.⁴

| Commission or dealer mark-up amount (per \$100 of maturity amount) | Term to maturity in years and yield after commission or dealer mark-up (assuming a yield before commission of 5.5%) | | | | | |
|--|---|--------|--------|--------|--------|--------|
| | 1 | 2 | 5 | 10 | 15 | 25 |
| \$0.25 | 5.229% | 5.357% | 5.433% | 5.456% | 5.462% | 5.460% |
| \$0.75 | 4.691% | 5.073% | 5.299% | 5.368% | 5.385% | 5.382% |
| \$1.50 | 3.892% | 4.650% | 5.100% | 5.238% | 5.272% | 5.267% |

Prospective purchasers or sellers of strips should ask their investment dealer or financial institution about the bid and ask prices for strips and may wish to compare the yield to maturity of the strip, calculated after giving effect to any applicable mark-up or commission, against the similarly calculated yield to maturity of a conventional interest-bearing debt security.

Secondary Market and Liquidity

Strips may be purchased or sold through investment dealers and financial institutions on the “over-the-counter” market rather than on an exchange. Where there is an active secondary market, a strip may be sold by a holder prior to maturity at the prevailing market price in order to realize a capital gain or to access funds. However, liquidity may be limited for certain strip bonds and strip bond packages, and, as noted above, investment dealers and financial institutions are not obligated to maintain a secondary market for strips sold by or through them. **As a result, there can be no assurance that a market for particular strip bonds or strip bond packages will be available at any given time, and investors should generally be prepared to hold strips to maturity or run the risk of taking a loss.**

Other Risk Considerations

Potential purchasers of strips should conduct their own research into the term, yield, payment obligations and particular features of a strip prior to purchase. While not an exhaustive list, you may wish to consider some of the following potential risks:

Credit risk of the issuer – strips represent a direct payment obligation of the government or corporate issuer, thus any change to an issuer's credit rating or perceived credit worthiness may affect the market price of a strip, and the impact may be more severe than the impact on conventional bonds of the same issuer.

Interest rate risk – if interest rates rise, the market value of a strip will go down, and this drop in market value will typically be more severe than the drop in market value for the corresponding conventional bond from the same issuer for the same term and yield. If interest rates rise above the yield of the strip at the time of purchase, the market value of the strip may fall below the original price of the strip.

Market and liquidity risk – strips are not immune to market or liquidity risks and may have specific terms and conditions that apply in the event of a market disruption or liquidity event. If liquidity is low, it may be difficult to sell a strip prior to maturity and there may be large spreads between the bid and ask prices. There can be no assurance that a market for particular strip bonds or strip bond packages will be available

at any given time.

Currency risk – strips may pay out in a currency other than Canadian dollars. Currency fluctuations may enhance, nullify or exacerbate your investment gains or losses.

Component risk – you should ensure that you understand and are comfortable with the underlying components, terms, risks and features of a strip bond or strip bond package prior to purchase. For example, strips may be derived from asset-backed securities or callable or retractable bonds, and may have features such as inflation indexation or structured payments.

Price volatility – strips are generally subject to greater price volatility than conventional bonds of the same issuer, term and credit rating, and will typically be subject to greater price fluctuations in response to changes to interest rates, credit ratings and liquidity and market events. The table below shows the impact that prevailing interest rates can have on the price of a strip. For example, as indicated in the table below, an increase in interest rates from 6% to 7% will cause the price of a 5 year strip bond with a maturity value of \$100 to fall by 4.73%—a larger percentage drop than for a \$100 5 year traditional bond, whose price would fall only 4.16%, assuming the same increase in interest rates.

| Market Price Volatility | | | | | | |
|-------------------------|--------------|--------------|----------------------------|--------------|--------------------------------|--------------|
| Bond Type | Market Price | Market yield | Price with rate drop to 5% | Price change | Price with rate increase to 7% | Price change |
| 6% 5 Year Bond | \$100.00 | 6.00% | \$104.38 | + 4.38% | \$95.84 | - 4.16% |
| 5 Year Strip Bond | \$74.41 | 6.00% | \$78.12 | + 4.99% | \$70.89 | - 4.73% |
| 6% 20 Year Bond | \$100.00 | 6.00% | \$112.55 | + 12.55% | \$89.32 | - 10.68% |
| 20 Year Strip Bond | \$30.66 | 6.00% | \$37.24 | + 21.49% | \$25.26 | -17.61% |

Custodial Arrangements

Due to the high risk of forgery, money laundering and similar illegal activities—and the costs associated with such risks—with physical strips and bearer instruments, most investment dealers and financial institutions will only trade or accept transfer of book-based strips. CDS Clearing and Depository Services Inc. (“CDS”) provides strip bond services, including book-based custodial services for strips and underlying bonds. Custodian banks or trust companies may also create and take custody of strips that are receipt securities, and may permit holders to obtain a registered certificate or take physical delivery of the underlying coupon(s) or residue(s). However, if the holder decides to take physical delivery, he or she should be aware of the risks, including the risk of lost ownership, associated with holding a bearer security which cannot be replaced. In addition, the holder should be aware that the secondary market for physical strips may be more limited than for book-based strips due to the risks involved. Investors in strip components held by and at CDS are not entitled to a physical certificate if the strips are Book Entry Only.

Canadian Income Tax Summary

The Canadian income tax consequences of purchasing strip bonds and strip bond packages are complex. Purchasers of strip bonds and strip bond packages should refer questions to the Canada Revenue Agency (<http://www.cra-arc.gc.ca/>) or consult their own tax advisors for advice relating to their particular circumstances.

The following is only a general summary regarding the taxation of strip bonds and strip bond packages under the Income Tax Act (Canada) (the “Tax Act”) for purchasers who are residents of Canada and hold their strip bonds and strip bond packages as capital property for purposes of the Tax Act. The following does not constitute legal advice.

Qualified Investments

Strip bonds and strip bond packages that are issued or guaranteed by the Government of Canada or issued by a province or territory of Canada are “qualified investments” under the Tax Act and are therefore eligible for purchase by trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans, deferred profit sharing plans, registered disability savings plans and tax-free savings accounts (“Registered Plans”). Depending on the circumstances, strip bonds issued by corporations may also be “qualified investments” for Registered Plans.

Annual Taxation of Strip Bonds

The Canada Revenue Agency takes the position that strip bonds are a “prescribed debt obligation” within the meaning of the Tax Act. Consequently, a purchaser will be required to include in income in each year a notional amount of interest, notwithstanding that no interest will be paid or received in the year. Strips may therefore be more attractive when purchased and held in non-taxable accounts, such as self-directed Registered Plans, pension funds and charities. In general terms, the amount of notional interest deemed to accrue each year will be determined by using the interest rate which, when applied to the total purchase price (including any dealer mark-up or commission) and compounded at least annually, will result in a cumulative accrual of notional interest from the date of purchase to the date of maturity equal to the amount of the discount from face value at which the strip bond was purchased.

For individuals and certain trusts, the required accrual of notional interest in each year is generally only up to the anniversary date of the issuance of the underlying bond. For example, if a strip bond is purchased on February 1 of a year and the anniversary date of the issuance of the underlying bond is June 30, only five months of notional interest accrual will be required in the year of purchase. However, in each subsequent year, notional interest will be required to be accrued from July 1 of that year to June 30 of the subsequent year (provided that the strip bond is still held on June 30 of the subsequent year).

In some circumstances the anniversary date of the issuance of the underlying bond may not be readily determinable. In these circumstances individual investors may wish to consider accruing notional interest each year to the end of the year instead of to the anniversary date.

A corporation, partnership, unit trust or any trust of which a corporation or partnership is a beneficiary is required for each taxation year to accrue notional interest to the end of the taxation year and not just to an earlier anniversary date in the taxation year.

Disposition of Strip Bonds Prior To Maturity

A purchaser who disposes of a strip bond prior to, or at, maturity, is required to include in the purchaser’s income for the year of disposition notional interest accrued to the date of disposition that was not previously included in the purchaser’s income as interest. If the amount received on a disposition exceeds the total of the purchase price and the amount of all notional interest accrued and included in income, the excess will be treated as a capital gain. If the amount received on disposition is less than the total of the purchase price and the amount of all notional interest accrued and included in income, the difference will be treated as a capital loss.

Strip Bond Packages

For tax purposes, a strip bond package is considered a series of separate strip bonds with the income tax consequences as described above applicable to each such component of the strip package. Thus a purchaser of a strip bond package will normally be required to make a calculation in respect of each component of the strip bond package and then aggregate such amounts to determine the notional interest accrued on the strip bond package. As an alternative, in cases where the strip bond package is issued at or near par and is kept intact, the Canada Revenue Agency will accept tax reporting that is consistent with reporting for ordinary bonds (i.e., reported on a T5 tax slip as accrued interest where it is matched by cash flow), including no obligation to report premium or discount amortization where the strip bond package is subsequently traded on the secondary market.

¹ CARs are corporate strip bonds comprised of coupon and residual securities.

² PARs are a form of strip bond package where the coupon rate is reduced to current yields, thus allowing the package to be sold at par.

³ A bond-like strip bond package has payment characteristics resembling a conventional bond, including regular fixed payments and a lump-sum payment at maturity. In contrast, an annuity-like strip bond package provides regular fixed payments but no lump-sum payment at maturity.

⁴ The purchase price of a strip bond may be calculated as follows:

$$\text{Purchase Price} = \text{Maturity (Par) Value} / (1 + y/2)^{2n}$$

where “y” is the applicable yield (before or after commission) and “n” is the number of years until maturity. For example, the purchase price (per \$100 of maturity value) for a strip bond that has a yield of 5.5% and 25 years until maturity is: $100/(1+0.0275)^{50} = \$25.76$.

Making a Complaint

A Guide for Investors

PART 1 OF 2

Investment Industry Regulatory
Organization of Canada

Protecting Investors and Supporting
Healthy Capital Markets Across Canada

The Investment Industry Regulatory Organization of Canada (IIROC) **Protects Investors and Supports Healthy Capital Markets**



- **All** Canadian investment firms and individual investment advisors dealing in Canada's stock and bond markets **must** be registered with IIROC
- IIROC-regulated companies and their investment advisors **must** meet our high ethical and professional standards
- IIROC conducts regular reviews of registered investment firms to make sure they comply with our rules
- IIROC takes action if our rules are broken or our standards are not met

Do you have concerns about the conduct or behaviour of your **IIROC-regulated investment firm or advisor?**



You can make a complaint to any and/or all of the following:

- Your investment advisor
- The supervisor/branch manager who oversees your investment advisor
- The firm where your advisor works
- Directly to IIROC

Account losses are not necessarily an indication that your advisor has engaged in misconduct, as most investments carry a degree of risk, with no guarantee of profitability. When you complain to IIROC, we will review your complaint to determine whether our rules have been broken.

First – check to ensure
**your investment advisor
is regulated by IIROC**



Make sure you are dealing with an IIROC-regulated investment firm and that your advisor is registered with us.

www.iiroc.ca provides a list of all the firms we regulate and a database of the advisors they employ.

Our online database can help you find out more about

- the background, qualifications and employment history of your advisor
- any record of IIROC disciplinary action.



Do you believe
**your investment firm or
advisor may have acted
improperly or unethically?**

For example by:

- Buying or selling investments without your approval
- Making excessive trades in your investment account
- Recommending investments that are not suitable for you (such as too risky)

If you believe your investment firm or advisor may have broken IIROC's rules or failed to meet our professional standards, **we want to hear from you.**

If our investigation concludes that an investment firm and/or individuals working for the firm have broken our rules, we may take disciplinary action to hold them accountable. This could result in warnings, reprimands, fines, suspensions and/or permanent bans for advisors and firms.

Please note that IIROC discipline **cannot provide compensation** to investors or force firms or individual advisors to do so.

Don't Delay!



Please make your complaint as quickly as possible. If too much time passes between the issue arising and your complaint, it might not be possible to investigate properly. As well, if you are seeking compensation through other channels (see page 9), there are time limits for taking action.

How to file a complaint with IIROC

IIROC has a dedicated Complaints & Inquiries department, which you can contact in four ways:

Use our secure downloadable form:

www.iiroc.ca/investors/makingacomplaint/Documents/ComplaintForm_en.pdf

Send us an email:

investorinquiries@iiroc.ca

Call us toll free:

1-877-442-4322

Fax us at:

1-888-497-6172

What we need to follow up on your complaint



- **Please provide IIROC with as much information as possible**, including your name and contact information, as well as the name and contact information for any individual or firm mentioned in your complaint.
- **Keep a file of all documents that relate to your account and your specific issue.** Include copies of letters and email messages. Keep records of conversations – dates, times and details of what was said, as well as any other information you feel is important.
- **You don't need to "prove" your case.** Just provide IIROC with the facts and your supporting documents. You can talk to IIROC staff to help you determine what information is important for our review.
- **Please be prepared to cooperate.** If we decide to take disciplinary action, you may be asked to participate as a witness.

What happens when you file a complaint?



When you file a complaint with IIROC:

1. We will let you know we have received it.
2. We will update you after we have reviewed your complaint and decided whether we will proceed with an investigation.

We carefully review all the information we receive to see if IIROC's rules have been broken and if we need to take further action.

IIROC helps protect you by ensuring **your complaints are investigated appropriately**



If you complain to the investment firm directly, IIROC requires that the firm abide by our rules for handling client complaints. IIROC-regulated firms must report all written client complaints about possible breaches of our rules so we can determine **whether to conduct our own investigation**.

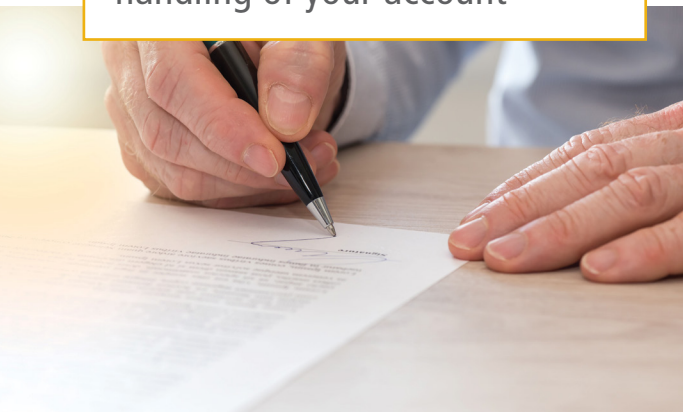
While IIROC does not review customer service issues, we ensure that the firms we regulate respond to such complaints.

If you have a **customer service** complaint, for example:

- Difficulty getting in touch with your advisor
- Being asked to move your account to another firm

and you put your complaint in writing, the firm must provide you with a written response.

If you complain to the firm or someone at the firm about their handling of your account



The firm is required to:

1. Acknowledge your complaint within five business days
2. Provide you with their final response within 90 calendar days, including:
 - a summary of your complaint
 - results of their investigation
 - an explanation of their final decision and
 - options available to you for seeking compensation if you are not satisfied with the firm's response.

What if I'm not satisfied with the investment firm's response?

If your complaint is not resolved with the firm, you have several options:

- The **Ombudsman for Banking Services and Investments** resolves disputes between participating investment firms and investors. Visit www.obsi.ca or call 1-888-451-4519.
- Québec residents can contact the **Autorité des marchés financiers**. Visit <http://lautorite.qc.ca/en/general-public/> or call 1-877-525-0337.
- Arbitration is available through **ADR Chambers** (adrchambers.com/ca or 1-800-856-5154) and in Québec through the **Canadian Commercial Arbitration Centre** (www.ccac-adr.org/en/ or 1-800-207-0685).
- You also have the option of going to court, but you should first get advice from a lawyer.

How can I get money back?

See our brochure online **How Can I Get My Money Back?** for more information.

Questions?

CONTACT US:

Tel: 1-877-442-4322

Fax: 1-888-497-6172

Email: investorinquiries@iiroc.ca

TORONTO (HEAD OFFICE)

121 King Street West

Suite 2000

Toronto, Ontario

M5H 3T9

MONTREAL

525 Viger Avenue West

Suite 601

Montréal, Québec

H2Z 0B2

CALGARY

Bow Valley Square 3

255-5th Avenue S.W.

Suite 800

Calgary, Alberta

T2P 3G6

VANCOUVER

Royal Centre

1055 West Georgia Street

Suite 2800

P.O. Box 11164

Vancouver, British Columbia

V6E 3R5

www.iiroc.ca

How Can I Get My Money Back? A Guide for Investors

PART 2 OF 2

Investment Industry Regulatory
Organization of Canada

Protecting Investors and Supporting
Healthy Capital Markets Across Canada

The Ombudsman for Banking Services and Investments (OBSI)

Seeking Financial Compensation



If you've suffered a financial loss because your investment advisor or firm acted improperly, you will likely ask, "How can I get my money back?"

First of all, it's important you act promptly. There are **time limits** attached to all of the options available to you.

The first step in seeking compensation is to make a **written complaint** directly to your investment advisor and his/her firm. They must provide you with a substantive response to your claim **within 90 days**.

Still not satisfied?

Please go directly to OBSI or consider the other options outlined in this brochure.

You can contact OBSI at:
1-888-451-4519
ombudsman@obsi.ca
www.obsi.ca

OBSI is Canada's free, independent service for resolving investment and banking disputes with participating firms.

IIROC requires all the investment firms it regulates to take part in the OBSI process.

Some firms may suggest you use their own internal ombudsman first, but it is your choice whether or not to participate in that process. It is voluntary.

If you've already formally complained to your investment firm and feel your complaint wasn't resolved to your satisfaction, you have **up to 180 days** from the time you receive the firm's written response to submit a complaint to OBSI.

It is important to know that if you choose to use a firm's internal ombudsman, you will have less than 180 days to complain to OBSI as the 180 time limit begins to apply **after** the firm's written response to you. **You do not need to appeal the firm's decision to the internal ombudsman before going to OBSI.**

OBSI can recommend compensation up to \$350,000 but its decisions are not legally binding. Many firms will compensate the complainant but some choose not to.

Going to Court



There is no limit to the amount of compensation you can claim. It is a good idea to get advice from a lawyer before pursuing legal action, as this can be an expensive option.

There is also a statute of limitations on legal action. This means there are legal time limits and you could run out of time to pursue some of your claims in court.

If you choose legal action, your provincial law society can help you find a lawyer. For a list of provincial law societies, go to www.flsc.ca.

Arbitration

Arbitration is a process where a qualified arbitrator – chosen in consultation with both you and the investment firm – hears both sides and makes a final, **legally binding decision** about your complaint.

IIROC requires all the investment firms it regulates to take part in this option if you choose to go to arbitration.

The arbitrator acts as the judge in the proceedings and reviews facts presented by each side of the dispute. Either side can choose to be represented by a lawyer, though this is not required. Arbitrators can award up to \$500,000.

There are **costs** to using arbitration, often less than the cost of going to court. The arbitration fees themselves are usually divided between the two parties. When you file your case, you can decide whether to give the arbitrator the added power to award legal costs on top of any other award, in which case the unsuccessful party would pay the other party's legal costs.

IIROC has designated two independent arbitration organizations:

ADR Chambers
1-800-865-5154
www.adrchambers.com

In Québec: Canadian Commercial
Arbitration Centre
1-800-207-0685
www.ccac-adr.org/en/

Compensation Options



| CHANNEL | TIME LIMIT* TO COMPLAIN | AWARD LIMIT | COST | DECISION BINDING |
|--------------|----------------------------|-----------------|------|---------------------|
| OBSI | Yes | Up to \$350,000 | No | No |
| Court | Yes | None | Yes | Yes |
| Arbitration | Yes | Up to \$500,000 | Yes | Yes |
| Québec / AMF | Yes | Up to \$200,000 | No | No |

*It is important to understand the time limits of each option.

In Québec: AMF Mediation Services

If you live in Québec you can use the free services of the **Autorité des marchés financiers** (AMF). You must first make a formal complaint to your investment firm. If you are not satisfied with its response, you can ask the firm to transfer your complaint to the AMF.

The AMF will assess the complaint and may offer mediation services, though firms are not required to participate.

For more information on the AMF:

1-877-525-0337

renseignementsconsommateur@lautorite.qc.ca

www.lautorite.qc.ca/en/

Other options if you live in Manitoba, New Brunswick or Saskatchewan

Securities regulators in these provinces can order a person or company that has broken provincial securities law to pay compensation. These orders are enforced similar to court judgements.

For more information, contact:

Manitoba Securities Commission:

www.msc.gov.mb.ca

New Brunswick Financial and Consumer Services Commission: FCNB.ca

Financial and Consumer Affairs Authority of Saskatchewan: www.fcaa.gov.sk.ca

Understanding IIROC's Role



As an investor you can complain to IIROC and we will review your complaint to determine whether or not your advisor and/or firm has broken our rules. If we find that our rules have been broken, we may take disciplinary action including fines, suspensions or permanent bans. However, IIROC cannot provide compensation to you or force an investment firm or individual advisor to reimburse you.

**If you have questions, please contact
IIROC at:**

Tel: 1-877-442-4322

Fax: 1-888-497-6172

Email: investorinquiries@iroc.ca

Questions?

CONTACT US:

Tel: 1-877-442-4322

Fax: 1-888-497-6172

Email: investorinquiries@iiroc.ca

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121 King Street West

Suite 2000

Toronto, Ontario

M5H 3T9

MONTREAL

525 Viger Avenue West

Suite 601

Montréal, Québec

H2Z 0B2

CALGARY

Bow Valley Square 3

255-5th Avenue S.W.

Suite 800

Calgary, Alberta

T2P 3G6

VANCOUVER

Royal Centre

1055 West Georgia Street

Suite 2800

P.O. Box 11164

Vancouver, British Columbia

V6E 3R5

www.iiroc.ca

PART F – RELATIONSHIP DISCLOSURE

The purpose of this relationship disclosure is to provide you with a description of our products and services, the nature of your Account(s), the manner in which it will operate, and our responsibilities to you. This document forms a part of the Operation of Account Agreement. If you have any questions about this disclosure, please contact us as set forth below.

Contact Information

RBC Direct Investing provides clients with order execution services. We will not provide you with investment advice or recommendations and will not conduct a suitability assessment of your account holdings or orders that we accept from you or anyone else authorized to act on your behalf.

RBC Direct Investing Inc.

Royal Bank Plaza
200 Bay Street, North Tower
P.O. Box 75

Toronto, Ontario M5J 2Z5

Phone: 1-800-769-2560

Fax: 1-888-722-2388

<https://www.rbcdirectinvesting.com/contact-us.html>

Types of Products and Services Available to you

RBC Direct Investing is an investment dealer that provides clients with order execution services. Orders may be placed by speaking with an investment services representative, using our online investing site or through any other automated service that we may provide in the future. If your order is placed through an investment services representative, his or her name will appear on your trade confirmation.

You will find specific details regarding the operation of your cash or margin account in the Operation of Account Agreement. **You are strongly encouraged to retain a copy of the Operation of Account Agreement for your files and become familiar with the information contained within it.**

Through RBC Direct Investing, you have access to a wide range of investment products. The following is a general description of the products available to you through our firm:

Stocks, Options, Rights and Warrants and other equities

GICs, Treasury Bills and other money market instruments

Bonds, Strip Bonds, Debentures and other fixed income products

Exchange Traded Funds

Mutual Funds

Gold and silver certificates

We offer the following types of accounts:

Self-directed registered plans (e.g. RRSP, RRIF, RESP, and Locked-In Plans)

Self-directed investment accounts (e.g. cash, margin)

Tax-Free Savings Accounts

RBC Direct Investing offers products and services in all provinces and territories in Canada. We may also offer products in other jurisdictions as we may determine from time to time. For a current and comprehensive list of products and services, please visit our web site at <https://www.rbcdirectinvesting.com/what-we-offer.html> or contact an

RBC Direct Investing investment services representative.

Account Relationship

Account Reporting

You will receive account statements and trade confirmations in respect of activity in your Account as per section 3.8 "Statements, Confirmations and Notices" of the Operation of Account Agreement.

Canadian securities regulators are introducing new account reporting requirements. At this time, these Regulations mandate the provision of information relating to: (a) position cost (provided at least quarterly); (b) market value; (c) annualized compound percentage returns for various time periods; and (d) cumulative and annual dollar returns. In addition, these Regulations introduce new periodic reports on account-level investment performance, and fees, charges, and other compensation payable to RBC Direct Investing. As the new account reporting requirements become effective, we will ensure that the required information is made available to you in accordance with these Regulations.

RBC Direct Investing continues to monitor applicable regulatory developments. If you have any questions about your account reporting, please contact an RBC Direct Investing investment services representative.

Benchmarks

Clients have the ability to view benchmarks through the RBC Direct Investing online site.

A benchmark is a standard for measuring and evaluating the performance of investments compared to markets in general. This allows investors to gauge the relative performance of their portfolio. Generally, broad market and market-segment stock and bond indexes are used for this purpose. RBC Direct Investing clients have access to benchmark indexes through the online secure site. Clients can choose which benchmark they would like to compare against their own account and specify the time frame. Benchmark performance results are reflected both graphically and numerically in table format.

Conflicts of Interest

To ensure fairness to clients and to maintain public confidence, RBC and RBC Direct Investing have adopted policies and procedures to help identify and manage conflicts of interest that may exist between you and RBC Direct Investing and/or an RBC Direct Investing investment services representative. In general, we deal with and manage relevant conflicts as follows:

Avoidance: This includes avoiding conflicts which are prohibited by law as well as conflicts which cannot effectively be managed.

Control: We manage acceptable conflicts through means such as physical separation of different business functions and restricting the internal exchange of information.

Disclosure: By providing you with information about conflicts, you are able to assess independently their significance when evaluating our suggestions and any actions we take.

Material conflicts of interest situations may include the following:

Related and Connected Issuers

We may affect transactions in your Account, as you may from time to

time instruct us, in the securities of a related or connected issuer of RBC Direct Investing. In respect of your Account, you consent to the purchase or sale of securities of issuers that are related or connected to RBC Direct Investing. For applicable terms and conditions, please refer to Section 3.4 "Agent or Principal" and Section 6.4 "Related and Connected Issuers" of the Operation of Account Agreement. For an explanation of what comprises a related and/or connected issuer, as well as to view a current list of all related and connected issuers of RBC Direct Investing, please refer to the following website: www.rbc.com/issuers-disclosures or contact an RBC Direct Investing investment services representative.

Other Services, Dual Registration and Outside Business Activities

RBC Direct Investing may also obtain from or provide to RBC and its subsidiaries, other management, administrative, referral or other services in connection with its ongoing business. Individuals registered with RBC Direct Investing may also be registered with another related registered company and provide services to clients of that company. These relationships are subject to legislative and industry regulatory requirements that impose restrictions on dealings between related registered companies and/or individuals that are dually registered with related registered companies and such restrictions are intended to minimize the potential for conflicts of interest resulting from these relationships.

Further, industry regulatory requirements generally do not permit individuals registered with RBC Direct Investing to be employed by, participate in, or accept compensation from any other person, outside the scope of his/her relationship with RBC Direct Investing, unless he/she has the prior approval of RBC Direct Investing. We have adopted internal policies and procedures that supplement the regulatory requirements, including policies on privacy and confidentiality of information.

For current and comprehensive information relating to material conflicts of interest that may exist between you and RBC Direct Investing and/or an investment services representative, please refer to <http://www.rbc.com/issuers-disclosures>. Any future material conflicts of interest situations, where not avoided, will be disclosed to you as they arise.

Account Fees, Service Charges and Costs of Making Investments

RBC Direct Investing will deduct from your Account any applicable administrative fees, costs, charges, commissions and transaction charges for operating your Account and placing trades for you. Generally, costs, charges, commissions or other fees charged to you may depend on, among other things, the balance in your Account, the amount of your transaction, the types of products you transact in and the services you use. You are also advised that charges, such as commissions, may vary depending on whether you place an order with an investment services representative, an investment services representative must complete a transaction in your Account, or you use our online investing site or other automated services.

A general description of the account service fees and charges that you will or may incur relating to the general operation of the Account (including foreign exchange and interest charges) and a description of charges that you will or may incur in making, disposing and holding investments are outlined in Part 4 "Fees, Commissions and Charges" of the Operations of Account Agreement. For a detailed itemized

description of the current rates of fees and charges you may incur in the operation of your Account, please see the RBC Direct Investing Commission and Fee Schedule. A copy of the Commission and Fee Schedule is available upon request or on our website at <http://www.rbcdirectinvesting.com/commissions-fees-schedule.html>.

a. Commissions When you buy or sell certain investment products such as options, equities, fixed income products or gold and silver certificates, you will be charged a commission. You are advised that commission rates vary and minimum amounts may apply. All commissions are charged in the currency in which the security trades.

b. Fees and Sales Charges Mutual fund companies may charge, among other things, front-end loads, back-end loads, short-term trading fees and deferred sales charges. For instance, in the case of the purchase of a mutual fund security on a deferred sales charge basis, a charge may be triggered upon the redemption of the security if sold within the time period that a deferred sales charge would apply. In addition, you may incur miscellaneous fees such as set-up fees, processing fees and early redemption charges. Mutual funds may also pay management fees to mutual fund managers, which may include amounts that are subsequently paid as trailer fees to dealers in connection with an investor holding units of the mutual fund. We receive trailer fees from various mutual fund companies. You will find specific details about charges that you may incur in the simplified prospectus that applies to a fund. Please consult a fund's simplified prospectus and contact an RBC Direct Investing investment services representative if you have any questions.

c. Administration, Transaction, Maintenance and Processing Fees Depending on the total value of assets you have with our firm (e.g. self-directed registered plan, non-registered investment account, employee stock option plans etc.) you may incur administrative, transaction, maintenance or processing fees. Please refer to the Commission and Fee Schedule for specific information.

d. Miscellaneous Services Fees for miscellaneous services may also be charged to you. Such fees may include, among other things, charges for cheque requests, dishonoured items, certificate registration, etc. A list of miscellaneous charges that you may incur is included within the Commission and Fee Schedule.

Account Documents

The following account opening documents are used to open most types of accounts at RBC Direct Investing:

- Account Application Form, a legally binding contract between you and RBC Direct Investing.
- Operation of Account Agreement and Disclosure Documents, a document that contains the terms and conditions defining the relationship between you and us. It incorporates legal and regulatory disclosures that you must receive including disclosures relating to leverage risk, futures and options, strip bond and the Canadian Investor Protection Fund.

Depending on the account type, account features and your instructions, you may receive or be required to complete additional stand-alone document(s).

RBC Direct Investing Inc. ("RBC DI") - Client Complaint Examination and Resolution Policy Overview

The members of RBC believe that all of us – our clients and ourselves – stand to gain by being in contact, whether it is to answer a question, solve a problem or share a success story. While we welcome any positive comments you have, it is equally important for us to know when you have a problem so that we can resolve it and retain your confidence. At the same time, we use your feedback to continuously improve the quality of the products and services we provide to you and other RBC clients. Implementing policies that will treat all clients in an equitable and fair manner is integral to the way we do business.

The following is an overview of RBC DI's Client Complaint Examination and Resolution process:

- Written client complaints can be submitted by mail, fax or email, or secure message directly to the RBC DI Investigations Team. Verbal complaints will also be reviewed to determine their merit and appropriate course of resolution.
- Where applicable, an acknowledgement letter or secure message, including the RBC DI Client Complaint Examination and Resolution Policy Overview and two Investment Industry Regulatory Organization of Canada ("IIROC") brochures entitled "Making a Complaint: A Guide for Investors" and "How Can I get My Money Back? A Guide for Investors" are sent to the complainant within 5 business days.
- The primary contact for the complainant will be the RBC DI Investigations Team. It will be their responsibility to investigate and formally respond in writing to the complainant. The RBC DI Chief Compliance Officer is the Designated Complaints Officer who has ultimate responsibility for managing the client complaint process. Should the complainant have any concerns with the handling of their complaint during this process, these concerns should be directed to:

Designated Complaints Officer
C/O RBC DI Compliance,
155 Wellington Street West,
PO Box 150, Toronto, ON M5V 3K7

- Complaints are responded to as soon as possible with minimal delay, however this process may take up to 90 days depending on the subject matter involved. A written or verbal status update will be provided to the complainant if the review and response are not going to be completed within the 90 day period with the revised expected response time frame.
- If RBC DI does not provide a final response to you within 90 calendar days of receiving your initial complaint, or you are not satisfied with our response to your concerns, you may escalate this matter to the Ombudsman for Banking Services and Investments (OBSI) for their review. The OBSI is a free, independent service for resolving investment disputes impartially and can recommend compensation of up to a limit of \$350,000. You have up to 180 days after receiving RBC DI's final response to submit your complaint to the OBSI.

The OBSI may be contacted as follows:
Toll-free telephone: 1-888-451-4519,
Email: ombudsman@obsi.ca,
Website: www.obsi.ca

- If you reside in Quebec, you may request that your complaint file be transferred to the Autorité des marchés financiers (AMF). Transferring your file to the AMF does not interrupt the prescriptive period for civil remedies. Following the transfer of your file, the AMF will proceed with its review and may offer you mediation services if deemed appropriate and the interested parties agree. Mediation is intended to be a conflict settlement process in which a mediator intercedes to assist the parties in reaching a satisfactory settlement. The AMF may be contacted as follows:

Québec City: 418-525-0337
Montréal: 514-395-0337
Toll-free: 1-877-525-0337
Fax: 418-525-9512 or 514-873-3090
Online at lautorite.qc.ca/grand-public/nous-joindre/

- You may also ask the RBC Office of the Ombudsman to review your complaint upon receipt of the RBC DI's final response. The RBC Ombudsman's services are free. The estimated time that the RBC Ombudsman takes to review and provide a response to matters is within 90 days upon receipt of a signed client consent form; however, complex investigations may take longer to resolve. RBC Ombudsman may be contacted as follows:

Online at www.rbc.com/customercare or www.rbc.com/ombudsman
By e-mail at ombudsman@rbc.com
Mail to: Office of the Ombudsman
P.O. Box 1, Royal Bank Plaza, Toronto, ON M5J 2J5
By fax at 416-974-6922

- The RBC Ombudsman is an employee of an affiliate of RBC DI and is not an independent dispute resolution service. If RBC DI does not provide a final response to you within 90 calendar days of receiving your initial complaint, or you are not satisfied with our response to your concerns, you may immediately submit a complaint to the OBSI without going to the RBC Ombudsman. The use of the RBC Ombudsman process is voluntary and the limitation period for escalation to the OBSI or the AMF or to commence a civil action continue to run while the RBC Ombudsman reviews your complaint.

- Being a member firm of the IIROC, the national self-regulatory organization which oversees all investment dealers in Canada, we have also attached a copy of IIROC's brochures entitled "Making a Complaint: A Guide for Investors" and "How Do I Get My Money Back: A Guide for Investors" as part of the Disclosure Documents. These brochures outline avenues of dispute resolution that are available as well as the various time limits you should be aware of.
- You can also visit RBC Royal Bank's Make a Complaint website to learn about the steps you can take if you have a complaint about RBC Royal Bank or its products and services. (<https://www.rbc.com/customercare/>)

CIPF

Canadian Investor Protection Fund

Canadian Investor Protection Fund



WHAT DOES THE CANADIAN INVESTOR PROTECTION FUND DO FOR INVESTORS?

If you have an account with a member firm, and that firm fails, CIPF works to ensure that any property being held for you by the firm at that time is given back to you, within certain limits. Property can include cash and securities.

To help you get started, a list of the initial steps that you may wish to take if your firm fails is available on CIPF's website at www.cipf.ca.

What does CIPF cover?

CIPF COVERS:

Missing property – This is property held by a member firm on your behalf that is not returned to you following the firm's insolvency. Missing property can include:

- cash
- securities
- other property described in CIPF's Coverage Policy

A “security” is a type of financial instrument. Some examples of securities are: bonds, GICs (guaranteed investment certificates) and shares or stock of a company. A share or stock is an ownership interest in a company issued by that company. The company or other legal entity that issues the securities is often called the “issuer” of the securities.

CIPF DOES NOT COVER:

Not all losses that may arise are covered by CIPF. For example, CIPF does not cover losses resulting from any of the following:

- a drop in the value of your investments for any reason
- investments that were not suitable for you
- fraudulent or other misrepresentations that were made to you
- misleading information that was given to you
- important information that was not disclosed to you
- poor investment advice
- the insolvency or default of the company or organization that issued your security (the entity that you invested in)
- other exclusions identified in the CIPF Coverage Policy



DOES CIPF GUARANTEE THE VALUE OF YOUR INVESTMENT?

No. CIPF does not guarantee the value of your property.

EXAMPLE OF HOW CIPF COVERAGE WORKS

If you bought one hundred shares of Company X at \$50 per share through a member firm, and the share value on the day of the member firm's insolvency was \$30, CIPF's objective would be to ensure the return of the one hundred shares to you because that's the property in your account at the date of insolvency. If the one hundred shares are not returned to you, CIPF would provide compensation based on the value of the missing shares on the day of the member firm's insolvency. In this example, that's \$30 per share.

WHO PAYS FOR THIS COVERAGE AND HOW DO I GET IT?

You're automatically eligible for coverage if you have an account with a member firm that is used solely for investing in securities or in futures contracts. And because CIPF is funded by its member firms, you do not pay a fee for CIPF protection. Non-residents and non-citizens are eligible for coverage.



WHO ARE CIPF MEMBER FIRMS?

Member firms are investment dealers that are members of IIROC (Investment Industry Regulatory Organization of Canada). Approximately 170 investment dealers across Canada are CIPF members. Please see CIPF's website for a list.

WHAT ARE THE COVERAGE LIMITS?

CIPF will provide compensation for the value of the missing property as at the date of insolvency, up to the limits prescribed in the CIPF Coverage Policy.

For an individual holding one or more accounts with a member firm, the limits on CIPF protection are as follows:

- \$1 million for all general accounts combined, plus
- \$1 million for all registered retirement accounts combined, plus
- \$1 million for all registered education savings plans (RESPs) combined.

The limits of coverage for other types of clients are outlined on CIPF's website.

All coverage by CIPF is subject to the terms and conditions of the CIPF Coverage Policy and Claims Procedures.

**Get CIPF
Protection –
Invest with
an IIROC
Regulated
Member**

RBC DIRECT INVESTING INC.

rbcdirectinvesting.com

Check the Member Directory on CIPF's website to confirm you are dealing with a member of the Canadian Investor Protection Fund.



Canadian Investor Protection Fund

Canadian Investor Protection Fund
100 King Street West, Suite 2610, Box 481
Toronto, Ontario, Canada M5X 1E5

For more information on CIPF, please visit
www.cipf.ca or call toll-free at 1.866.243.6981
or 416.866.8366 or e-mail: info@cipf.ca.

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