

# Agreement to Use RBC Wealth Management Online U.S., RBC Advisor Connect, and/or Investor Connect®



PLEASE RETAIN A COPY OF THIS DOCUMENT  
FOR YOUR RECORDS

This agreement to use RBC Wealth Management Online U.S., RBC Advisor Connect, and/or Investor Connect (“this Agreement”) governs use of RBC Wealth Management Online U.S., RBC Advisor Connect, and/or Investor Connect, including, but not limited to, their associated websites and mobile applications, (collectively, the “Program”) and is between RBC Capital Markets, LLC, including, but not limited to, its RBC Wealth Management and RBC Clearing & Custody divisions, (collectively, “RBC CM”, “we” or “us”) and users of the Program (“you”). You agree to the terms of this Agreement by using the Program and/or by clicking on “I Agree” or a similar attestation presented by RBC CM in connection with this Agreement.

## 1. SERVICES PROVIDED

Pursuant to the terms of this Agreement, RBC CM, via the Program, provides you with electronic access to view and service your accounts, and other accounts which you are authorized to access, held at RBC CM (each, an “Account” and, collectively, the “Accounts”).

## 2. ACCESS CREDENTIALS

- A. When you register to use the Program you will be asked to provide information by which you can be identified, which may include, but may not be limited to, a user name, password, and/or identifiers derived from your biometric information, which, along with information provided to you by RBC CM, you will use for the purpose of accessing the Program (collectively, your “Access Credentials”). You should maintain your Access Credentials as highly confidential.
- B. Your Access Credentials are for your personal use only and you are responsible for their confidentiality and all acts, omissions, and statements made while your Access Credentials are being used to access the Program by you or someone to who you provided your Access Credentials. RBC CM is not responsible for any breach of security caused by your

failure to maintain the confidentiality of your Access Credentials.

## 3. ELECTRONIC COMMUNICATION

The Program permits you to communicate electronically with RBC CM via email. You will not use email to give RBC CM any instructions affecting the Account, including, but not limited to, placing orders to purchase or sell securities, transferring funds, changing your address, changing or confirming your Access Credentials, or giving RBC CM any time-sensitive instructions. You will not use email for the transmission of any personal credit information (including, but not limited to, credit card numbers). RBC CM is not liable for any damages or costs incurred as a result of its not acting on instructions you provide in any email message you send to RBC CM.

## 4. YOUR OBLIGATIONS

- A. You will not use, or attempt to use the Program if you do not agree to the terms of this Agreement.
- B. Except as may be required for your own personal use, you will keep confidential, and will not reproduce, transmit, sell, display, distribute, publish, broadcast, circulate, modify, disseminate, re-disseminate or commercially exploit, the data, information or services provided under this Agreement or through the Program.
- C. You will immediately notify RBC CM or, if you are a client of RBC Clearing & Custody, your introducing broker, when and if you have knowledge that there has been unauthorized use of the Program in connection with your Access Credentials or the Account.
- D. All notifications to RBC CM pertaining to this Agreement shall be directed to:

RBC Capital Markets, LLC  
250 Nicollet Mall, Suite 1800  
Minneapolis, MN 55401-1931

**Investment and insurance products are not insured by the FDIC or any other federal government agency, are not deposits or other obligations of, or guaranteed by, a bank or any bank affiliate, and are subject to investment risks, including possible loss of the principal amount invested.**

- E. To access the Program, you will use the type of hardware, including, without limitation, computers, modems, hard disks, mobile devices, and telephone connection equipment (“Hardware”) and software (“Software”), sufficient to allow secure use of the Program. You are responsible for the installation, maintenance, security, costs and operation of the Hardware and Software you use to access the Program.
- F. You warrant that you own or are otherwise authorized to use any and all Hardware and Software you use to access the Program.
- G. You will not:
  - i. provide untrue, inaccurate or incomplete information about yourself via the Program;
  - ii. access or use the Program for an illegal, fraudulent, malicious or defamatory purpose;
  - iii. take steps or actions that could or do undermine the security, integrity, effectiveness, goodwill or connectivity of the Program (including illegal, fraudulent, malicious, defamatory or other activities that threaten to harm or cause harm to any other person); or
  - iv. reverse engineer the source code of the Program.
- D. Transmission or use of any material in violation of this Agreement, or any applicable law, rule or regulation (whether of the United States or other countries), or the rights of any third party, is prohibited. This includes, but is not limited to, copyrighted material, material which is defamatory, threatening, obscene, lewd and indecent, material protected by trademark, trade secret or patent laws, or material(s) that results in an invasion of privacy.
- E. Market data provided through the Program by participating national securities exchanges, associations, or others is the property of such providers and the timeliness, sequence, accuracy or completeness of such data, any other market information, or messages disseminated via the Program is not guaranteed. You indemnify and hold harmless each such provider in connection with losses, damages, or costs which result from your reliance on such data. You understand that the terms of this Agreement may be enforced directly against you by the national securities exchanges, associations, and others providing market data to you via the Program.

## **5. SUITABILITY AND COMPLIANCE WITH LAW; PROPERTY RIGHTS IN INFORMATION AND SERVICES; NO TAX ADVICE**

- A. The Program is provided by RBC CM for use only by Account owners or persons otherwise duly authorized to access the Accounts via the Program.
- B. Neither RBC CM nor its affiliates provide legal, accounting or tax advice. All legal, accounting or tax decisions regarding your accounts and any transactions or investments entered into in relation to such accounts, should be made in consultation with your independent advisors. You understand that no information, including but not limited to written materials, provided by RBC CM should be construed as legal, accounting or tax advice. RBC CM does not provide investment advice via the Program. Nothing in the Program is a solicitation or recommendation to buy or sell securities or that any particular securities are suitable for you.
- C. The Program is the property of RBC CM or its licensors and is protected by applicable copyright, patent, trademark or other intellectual property laws.

## **6. WARRANTIES AND LIMITATIONS OF LIABILITY REGARDING THE PROGRAM AND INFORMATION PROVIDED THROUGH THE PROGRAM**

- A. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RBC CM AND ITS AFFILIATES, AGENTS AND LICENSORS HEREBY EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ERROR-FREE AND UNINTERRUPTED SERVICES.
- B. INFORMATION AVAILABLE THROUGH THE PROGRAM, AND IN MESSAGES DISSEMINATED VIA THE PROGRAM, IS NOT GUARANTEED AND RBC CM AND ITS AFFILIATES, AGENTS AND LICENSORS SHALL NOT HAVE ANY RESPONSIBILITY FOR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES YOU INCUR AS A RESULT OF YOUR RELIANCE ON ANY SUCH INFORMATION, OR FOR THE RELIABILITY, ACCURACY, COMPLETENESS, SEQUENCE OR TIMELINESS THEREOF.
- C. RBC CM DOES NOT WARRANT, GUARANTY OR MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OR ASSUME ANY LIABILITY TO YOU REGARDING (i) THE USE OR THE RESULTS OF THE USE OF THE INFORMATION AVAILABLE THROUGH THE PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY FINANCIAL RESULTS BASED ON USE OF ANY SUCH INFORMATION OR

ANY DELAY OR LOSS OF USE OF THE INFORMATION, OR (ii) SYSTEM PERFORMANCE AND EFFECTS ON OR DAMAGES TO SOFTWARE OR HARDWARE IN CONNECTION WITH ANY USE OF THE PROGRAM OR INFORMATION CONTAINED IN IT.

- D. RBC CM SHALL NOT BE LIABLE FOR ANY HARM CAUSED BY THE TRANSMISSION THROUGH THE PROGRAM OF A COMPUTER VIRUS OR OTHER COMPUTER CODE OR PROGRAMMING DEVICE THAT MIGHT BE USED TO ACCESS, MODIFY, DELETE, DAMAGE, CORRUPT, DEACTIVATE, DISABLE, DISRUPT OR OTHERWISE IMPEDE IN ANY MANNER THE AVAILABILITY OF THE PROGRAM OR ANY OF YOUR SOFTWARE, HARDWARE, DATA OR PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE INTERCEPTION OF ANY OF YOUR PERSONAL FINANCIAL INFORMATION. RBC CM SHALL NOT BE RESPONSIBLE FOR, AND MAKES NO WARRANTIES REGARDING, THE ACCESS, SPEED OR AVAILABILITY OF INTERNET OR NETWORK SERVICES.
- E. RBC CM MAKES NO REPRESENTATION REGARDING, AND ASSUMES NO LIABILITY FOR, THE QUALITY, SAFETY, ACCURACY OR SUITABILITY OF ANY INFORMATION OR SOFTWARE FOUND ON ANY INTERNET SITE NOT UNDER THE CONTROL OF RBC CM AND RBC CM DOES NOT SPONSOR OR ENDORSE THE INFORMATION, SPONSORS, OWNERS, OR OPERATORS OF SUCH SITES REGARDLESS OF WHETHER OR NOT LINKS TO SUCH SITES ARE CONTAINED IN THE PROGRAM.
- F. RBC CM AND ITS AFFILIATES, AGENTS, AND LICENSORS SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES INCURRED BY YOU RELATED IN ANY WAY TO YOUR USE OF THE PROGRAM. EXCEPT AS OTHERWISE PROVIDED BY LAW, RBC CM SHALL HAVE NO LIABILITY FOR LOSSES CAUSED BY THE NEGLIGENT ACTIONS OR FAILURE TO ACT OF ANY THIRD-PARTY PROVIDER AND, TO THE EXTENT PERMITTED BY LAW, NEITHER RBC CM NOR ANY THIRD-PARTY PROVIDER SHALL BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (REGARDLESS OF WHETHER SUCH DAMAGES ARE REASONABLY FORESEEABLE) IN CONNECTION WITH YOUR USE OF THE PROGRAM OR FOR ANY LOSS THAT RESULTS FROM A CAUSE OVER WHICH RBC CM, OR ANY OTHER SUCH ENTITY, DOES NOT HAVE CONTROL, INCLUDING, BUT NOT LIMITED TO, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, UNAUTHORIZED ACCESS, STRIKES, FAILURES OF COMMON CARRIER OR UTILITY SYSTEMS, SEVERE WEATHER OR OTHER CAUSES COMMONLY KNOWN AS "ACTS OF GOD".

## 7. YOUR REPRESENTATIONS, WARRANTIES AND COVENANTS

As a condition of being permitted to use the Program, you represent and agree that the following statements are and will continue to be true for so long as you access the Program:

- A. You are the person identified by your Access Credentials.
- B. You are at least 18 years of age.
- C. The terms of this Agreement are in addition to, and not in derogation of, all the terms and conditions of other agreements between you and RBC CM, including, without limitation, any brokerage client account agreements, investment advisory agreements, credit or options agreements, or mutual fund application(s) or applicable prospectuses.
- D. You are liable for any and all charges or expenses incurred in connection with the use of the Program by you or any other person accessing the Program through the use of your Access Credentials. You understand that any rates, fees, billing and terms governing services provided by outside vendors used in connection with the Program are determined by such vendors and that all payments due from you to RBC CM shall be made directly to RBC CM in accordance with its policies.
- E. You recognize that your use of the Program may involve the transmission of information that may be considered personal financial information, including, but not limited to, the identity and number of shares that you own in the Accounts and the net dollar price for any such shares. You consent to the transmission by electronic means of such information through the Program, and that such consent shall be effective at all times that you use the Program.
- F. You own the Accounts or are otherwise duly authorized to access the Accounts by its owner via the Program.

## 8. TERMINATION OF USE

RBC CM may discontinue, change, revoke your access to, or modify the Program and its terms, in whole or in part, at any time without prior notice.

## 9. ASSIGNMENT

Resale and/or any commercial redistribution of the Program is prohibited. This Agreement and your rights and obligations hereunder may not be assigned by you without the written permission of RBC CM. This Agreement inures to the benefit of RBC CM's successors and assigns whether

by merger, consolidation or otherwise. RBC CM may assign this Agreement or any of its rights or obligations under this Agreement to a company affiliated with, or a successor to or assignee of, RBC CM, or to any other third party.

## 10. GOVERNING LAW

This Agreement and all the terms herein shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to principles of conflicts of law. By accessing or utilizing the Program, you accept and agree to be bound by the laws of such jurisdiction. In the event that you do not agree to be bound by such laws, you must immediately discontinue your access or use of the Program. To the extent that this Agreement cannot be enforced pursuant to the Code of Arbitration Procedure of Financial Industry Regulatory Authority, Inc., you agree that any action to enforce this Agreement shall be brought in the court having jurisdiction over such matter located in Minneapolis, Minnesota.

## 11. MISCELLANEOUS

RBC CM may modify this Agreement at any time upon written notice to you or by electronic posting of this Agreement, and any modifications to it, where it is accessible via the Program. Any such modifications will be binding on you upon your first use of the Program after such notice or posting. RBC CM's failure to insist at any time upon strict compliance with any term of this Agreement, or any delay or failure on the part of RBC CM to exercise any power or right given to RBC CM in this Agreement, or any continued course of such conduct on the part of RBC CM, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise of any right preclude any other future exercise of that right. All rights and remedies given to RBC CM in this Agreement are cumulative and not exclusive of any other rights or remedies which RBC CM otherwise has at law or equity. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of such provision will be amended to achieve, as closely as possible, the effect of the original provision and all other provisions of this Agreement will continue in full force and effect.

## 12. APP

- A. RBC CM grants you a non-exclusive and non-transferable single-user (non-concurrent) license to use the mobile application that you download and install in order to access the Program in accordance with this Agreement (the "App").
- B. You can authorize RBC CM to send push notifications to your device in relation to the Program. In order to enable or to disable push notifications, you must adjust the settings on your

device. You understand that push notifications are unsecure and not encrypted and can be read by others if you allow them to view your device. RBC CM provides push notifications for convenience purposes only.

## 13. COLLECTION AND USE OF INFORMATION

Information about you, including, but not limited to, information about the Accounts, Hardware, and Software, will be collected, used, and shared in accordance with our Privacy Policy, as they may change from time to time. For more information, see our Privacy Policy on our public websites at [rbcwm.com/disclosures](http://rbcwm.com/disclosures) and [www.rbcclearingandcustody.com/disclosures](http://www.rbcclearingandcustody.com/disclosures).

## 14. TOTAL WEALTH AGGREGATION

The Program offers account linking and aggregation services ("Aggregation Services"), allowing you to bring together and view information about the Accounts and other information you own or are authorized to access, including, but not limited to, websites not owned or operated by RBC CM ("Third-Party Sources").

Aggregation Services are provided by RBC CM and its Aggregation Service Provider (defined below). By using Aggregation Services in the Program, you authorize RBC CM and its Aggregation Service Provider to retrieve and transmit information to and from Third-Party Sources for which you provide access information to the Program, you appoint RBC CM and its Aggregation Service Provider as your agents for that limited purpose, and you represent that you have the authority to give RBC CM and its Aggregation Service Provider the passwords, user names and all other information you provide the Program in order for it to access such Third-Party Sources.

Authorizing RBC CM and its Aggregation Service Provider to access services offered in connection with Third-Party Sources is subject to the terms of those Third-Party Sources. You acknowledge that neither RBC CM nor its Aggregation Service Provider are responsible for those terms of service and that you should contact such Third-Party Sources directly should you have any problems with them.

Information from Third-Party Sources provided through the Program reflects the most recent refresh by the Program and may not be accurate or timely if a refresh was not successfully completed or the information obtained during the refresh from the Third-Party Site is otherwise not accurate or current. Such information is provided for informational purposes only and is not intended for trading or transactional purposes. Neither RBC CM nor its Aggregation Service Provider make any effort to review, nor are they responsible for, the content of any Third-Party Site, including, but not limited to, the validity, legality, or copyright compliance of the content contained in such sites.



Plaid Inc. (“Plaid”) is the Aggregation Service Provider for Aggregation Services under the Program. By utilizing Aggregation Services, you acknowledge and agree that the terms of Plaid’s Privacy Policy (currently located at [plaid.com/legal/end-user-privacy-policy](https://plaid.com/legal/end-user-privacy-policy)) will govern Plaid’s use of information used in those services, and you expressly agree to the terms and conditions of Plaid’s Privacy Policy. Further, you expressly grant Plaid the right, power, and authority to access and transmit your information as reasonably necessary for Plaid to provide Aggregation Services to you. To the extent you utilized Aggregation Services under the Program before that date, which were provided by Quovo, Inc., you expressly authorize Quovo, Inc. to transmit any information or data arising out of those services to Plaid so that Plaid can offer you Aggregation Services.

### 15. ELECTRONIC DELIVERY

Certain communications are available for electronic delivery (which may also be referred to as “Paperless”; “Electronic delivery”; “E-delivery”). Upon signing up for electronic delivery via the Program, you will choose which communications you wish to receive electronically and will be notified when they are available. Electing to receive a type of communication electronically means that you also elect to receive any other documents that you would otherwise receive along with such communications via paper mailings. Electing to receive monthly statements electronically means that you also elect to receive all account disclosures, updates, and other information electronically. Any communications you do not select for electronic delivery will continue to be delivered by the U.S. Postal Service. Electronic delivery is a complimentary service.

If you agree to receive communications electronically, you represent that you have internet access, that the email address you provide to RBC CM is current and valid to receive your communications electronically, and the ability to print or save the communications you wish to retain. You may obtain replacement or duplicate communications you receive electronically via the Program website or the App or by contacting your Financial Professional. You agree to notify RBC CM of any change in, or discontinuation of, the email address you provide for the delivery of notifications regarding electronic delivery of communications via the Program or by calling Client Support Services at (800) 933-9946, weekdays from 8 a.m.–10 p.m. ET or Saturday from 10 a.m.–6 p.m. ET.

You may terminate the option to receive electronic delivery of communications and return to paper communications by U.S. Postal delivery at any time via the Program website.

Your agreement to receive electronic delivery of communications is in addition to any agreement you have with RBC CM and does not supersede or modify any such

agreement, except for those terms that are in respect to the obligation of RBC CM to deliver communications to you and your receipt of such communications.

### 16. ELECTRONIC FUND TRANSFERS/AUTOMATED CLEARING HOUSE SERVICES

If you choose to use the Program to conduct electronic transfers of funds by an automated clearing house (“ACH”) system offered through RBC CM (“ACH Services”), you agree to these Electronic Fund Transfers/Automated Clearing House Services terms:

- A. Electronic fund transfers disclosures required by law. These disclosures are required by law if you are a natural person whose Account was established primarily for personal, family and household purposes. Most ACH Services are electronic funds transfers governed by the rules of the National Automated Clearing House Association (including any other rules applicable to automated clearing house transactions) and the federal Electronic Fund Transfer Act and Federal Reserve Board Regulation E, and any relevant state laws governing electronic fund transfers. Any transfer whose primary purpose is the purchase or sale of securities or commodities regulated by the Securities and Exchange Commission or the Commodity Futures Trading Commission is exempt from the federal Electronic Fund Transfer Act and Regulation E, and you may not be entitled to the protections described below in connection with such transfers.
- B. Types of electronic fund transfers. The following types of electronic fund deposits and payments can be processed in the Accounts including, but not limited to, transactions made through ACH Services; card services; deposits, withdraws, payments and transfers from another financial institution; and bill payments.
- C. Types of ACH Services. You may authorize RBC CM to make transfers between the Accounts and one or more accounts maintained at financial institutions (“Financial Institution Accounts”, sometimes referred to in this document as “FI Accounts”). You may authorize the following types of ACH transfers (availability for services varies with Account type and may not all be available via the Program):
  - Transfers from the Accounts to an FI Account. ACH transfers (including, but not limited to, dividends, interest and retirement distributions) will be made to an FI Account in the amounts and at intervals you specify.
  - One time (telephone authorization) transfers from the Accounts to an FI Account. If you

indicate that you want a one time transfer from the Accounts, you may initiate transfers by contacting your Financial Professional, either in person or by telephone, subject to any applicable amount limitations.

- Transfers from an FI Account to the Accounts. Subject to applicable banking regulations and RBC CM policy, ACH transfers from an FI Account to the Accounts will be made in the amounts and at intervals you specify.
  - One time (telephone authorization) transfers from an FI Account to the Accounts. If you indicate that you want a one time transfer to the Accounts, subject to applicable banking regulations and RBC CM policy, you may initiate transfers from specified FI Accounts by contacting your Financial Professional, subject to any applicable amount limitations.
- D. Limitations of one time (Telephone Authorization) transfers. RBC CM may set aggregate daily limits on the amounts that may be transferred into or out of the Accounts using ACH Services. You are also limited in that no transfer out of the Accounts may exceed the combined asset value, or funds availability, of the type of Account you have established. For any single ACH transfer, RBC CM may set (and may change from time to time without notice) both a minimum and a maximum amount.
- E. Business days. RBC CM's business days are Monday through Friday, except holidays when the New York Stock Exchange, Inc. ("NYSE") is closed (collectively, "Business Days", and, each, a "Business Day"). The financial institution to which or from which you are transferring funds may not observe the same Business Days. For ACH transfers to be completed, both RBC CM and the financial institution must be open for business.
- F. In case of errors or questions about electronic fund transfers. You agree that you will telephone or write to your Financial Professional as soon as possible if you think there has been an error, or if you have questions or need additional information regarding an electronic fund transfer that you are aware of or that is listed on statements of the Accounts. RBC CM must hear from you within sixty (60) days after RBC CM sent the first statement on which the problem or error appeared.

In providing RBC CM with your questions about, or notifying RBC CM if you think there has been an error with regard to, an ACH transfer, RBC CM will need, at least, the following information:

- Your name and Account number;
- A description of the error or transfer you are unsure about and a clear explanation as to why you believe it is an error or why you need more information; and
- The dollar amount of the suspected error or the transfer in question.

If you tell RBC CM by telephone, RBC CM may require that you send RBC CM your concerns or questions in writing within ten (10) Business Days. RBC CM will tell you the results of its investigation of your inquiry within ten (10) Business Days after RBC CM hears from you and will correct any error promptly. If RBC CM needs more time to resolve the matter, however, RBC CM may take up to forty-five (45) calendar days (ninety [90] days if the transfer is made outside of the United States) to investigate your concerns or questions. If RBC CM decides to do this and if the Account out of which the transfer was made is not an RBC Express Credit Account, RBC CM will re-credit that Account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes RBC CM to complete its investigation. If RBC CM asks you to put your concerns or questions in writing and RBC CM does not receive it within ten (10) Business Days from the date of request, RBC CM may not re-credit the Account. If RBC CM decides that there was no error, RBC CM will reverse the credit previously given and send you a written explanation within three (3) Business Days after RBC CM finishes the investigation. Copies of documents used in the investigations will be provided to you upon request.

- G. Notice of Varying Amounts. If you have authorized RBC CM to receive or send systematic transfers into or out of the Accounts, you are entitled to notification from RBC CM if the amount or frequency of the transfers varies. However, RBC CM will only send notice under the circumstances set forth in your Authorization.
- H. Procedure for Stopping Payments and RBC CM's Liability for Failure to Stop Payments for Pre-Authorized Transfers. You may stop payment of any pre-authorized electronic fund transfer (i.e., any recurring transfer that you have authorized RBC CM to make, including, but not limited to, ACH transfers) by notifying RBC CM by telephone or in writing at any time up to three (3) Business Days

before the scheduled date of the transfer. If you order RBC CM to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and RBC CM does not do so, RBC CM will be liable for your losses or damages caused by RBC CM's failure. Note: In the case where the request is sent through the mail, RBC CM has three (3) Business Days from the receipt of your written request to comply.

- I. RBC CM's Liability for Failure to Make Transfers. If RBC CM does not complete a transfer to or from the Accounts on time or in the correct amount according to your agreement with RBC CM, RBC CM will be liable for your losses or damages caused by RBC CM's failure. RBC CM will only be liable for your proved actual damages if RBC CM's failure was not intentional and resulted from a bona fide error, despite reasonable precautions RBC CM has taken. However, there are some exceptions. For example, RBC CM will not be liable if:
  - Through no fault of RBC CM, you do not have enough cash in the FI Account or adequate combined asset value or funds availability in the Accounts, as the case may be, to make the transfer.
  - Circumstances beyond RBC CM's control (including, but not limited to, fire or flood) prevent the transfer, despite reasonable precautions RBC CM has taken.
  - The funds are subject to legal process or other restrictions.
  - You have not provided accurate account information to complete the transfer.
  - The transfer would exceed one of the established limits contained in this Agreement.
- J. Disclosure of Information about Electronic Fund Transfers. RBC CM will not disclose any information about the Accounts with respect to any ACH Services or other electronic fund transfers from or to the Accounts except where it is necessary in order to complete an electronic or other funds transfer or otherwise as outlined in the RBC CM Privacy and Security policies, as they may change from time to time.

RBC CM will also safeguard, to the best of its ability, any information received about you, or about the Accounts or your electronic funds transfers from misuse by any person.

- K. Signing up for ACH Services. You must provide authorization to RBC CM sufficiently in advance (which may be up to thirty (30) days prior) of the first ACH transaction. You will provide all correct banking and routing information and you will not

hold RBC CM liable for any errors in ACH transfers caused by any inaccurate data you have provided. RBC CM may, in its sole discretion, require that all owners of an Account authorize ACH Services for that Account. The ACH authorization must identify the FI Account to RBC CM's satisfaction. The FI Account must be maintained by, or at, a domestic U.S. financial institution capable of processing ACH transactions. For transfers to the Accounts from an FI Account, RBC CM may, in its sole discretion, impose additional restrictions to ensure that the owner of the FI Account has authorized the transfer. Such additional conditions may include, without limitation, requiring that authorized parties on the FI Account match the names on the Accounts.

- L. Changing terms. After RBC CM has received your authorization and activated your ACH Services, you may originate, change or terminate individual transfers to or from the Accounts by providing notice to RBC CM at least three (3) Business Days before the transaction is scheduled.
- M. Termination of ACH Services. You agree that at any time, with or without cause, and without notice, subject to applicable law, RBC CM may terminate or limit the availability of the ACH Services, overall, or just with respect to you or any Account. RBC CM may, at its discretion, terminate your ACH Services, including any instructions to initiate recurring fund transfers, with regard to any Account to which any of the following occurs:
  - Any change in the ownership;
  - Termination or closure; or
  - A transfer to or from is returned because the financial institution that maintains the FI Account has closed or frozen the FI Account or rejected an ACH transfer due to insufficient funds.

If your ACH Services are terminated for any reason, you will remain liable to RBC CM for any outstanding transfers, whether arising before or after such termination.

- N. Account Holders. You authorize RBC CM to comply with any instructions you give regarding ACH Services. If RBC CM receives inconsistent instructions from owners of an Account relating to ACH Services (including, without limitation, instructions regarding cancellation of service or stopping of payment), RBC CM has the option to:
  - honor any one of those instructions; or
  - decline to honor any inconsistent instructions received without written directions from all owners of the Account.

To protect you from risk associated with inconsistent instructions, RBC CM may require written instructions if an owner of an Account wishes to change an established authorization for ACH Services.

- O. Settlement and Funds Availability. The “Transfer Date” is the date an electronic funds transfer is processed by RBC CM and posted to the Accounts. Transfers will be processed only on RBC CM Business Days. Transfers will typically require the following time periods:
- Regularly Scheduled Payments: (dividend, interest, dividend distributions and systematic withdrawals) from the Accounts to the FI Account will normally take two (2) days to complete.
  - Regularly Scheduled Transfers: (systematic deposits) from the FI Account to the Accounts will normally take one (1) day to complete.
  - One Time Telephone Transfers: (both payments and transfers) requested by 4 p.m. Central Time will be completed on the next business day. Financial institutions that are involved in such transactions may have their own policies with regard to the timing of credits and debits. For this reason, you are advised to check with the financial institution before establishing transfer dates. Funds sent from an FI Account to the Accounts will generally be posted to the Accounts on the Transfer Date. For transfer of funds into the Accounts, RBC CM reserves the right to assign a hold time that must lapse before funds are available for withdrawal. However, funds will be available in an Account on the Transfer Date for investment in securities or to reduce Account borrowing levels. RBC CM will notify you as soon as possible, by telephone or in writing, if an electronic funds transfer cannot be processed by RBC CM or is rejected by a financial institution. RBC CM will assess a service charge (the amount of which is subject to change without notice) for each transfer into the Accounts that is rejected by a financial institution because the FI Account has been closed or frozen or because there are insufficient funds in the FI Account.
- P. Service Charges. All charges are subject to change upon thirty (30) days prior written notice to you (unless otherwise agreed in writing), except for any increase in charges to offset any increase in fees charged to RBC CM by any supplier of services used in delivering any service that may become effective in less than thirty (30) days. RBC CM will, on a monthly basis, debit the Accounts for payment of any charges due, unless you arrange another payment procedure acceptable to RBC CM.
- Q. Changes and Amendments. RBC CM may modify the terms upon which it offers ACH Services at any time without prior notice except for with respect to any adverse changes in fees, your liability, types of transfers available, or limits on transfers, in which case we will provide you a change-in-terms notice at least twenty-one (21) days before such changes take effect.
- R. Liability for Unauthorized Transfers. The following applies to electronic transactions subject to the requirements of Regulation E of the Electronic Fund Transfer Act. If you report an unauthorized transfer within two (2) Business Days after learning of it, the liability for unauthorized transactions is limited to \$50. If you wait more than two (2) Business Days, the possible exposure for losses incurred thereafter can increase to \$500, if those losses could have been prevented by prompt notification. If you fail to report an unauthorized transaction within sixty (60) days of the transmittal of a periodic statement reflecting the transaction, your potential liability for unauthorized transactions that occur thereafter is unlimited. You may contact RBC CM by calling (800) 933-9946 on any Business Day between 8 a.m. and 6 p.m. Central Time, or by writing to RBC CM at 250 Nicollet Mall, Suite 1800, Attn: Client Support Services, Minneapolis, MN 55401-1931.