

## RBC Global Trade Enrolment Terms

### I. The Service

1. **Description.** The Service provides for the application for, issuance of and amendments to Credits, advice on receipt of Credits, issuance of Shipping Guarantees, confirmations of any Credits, access to reports and enquiries, and Collections (as that term is defined in the Uniform Rules for Collections, ICC No 522) through the internet-based RBC Global Trade portal. The Service will be conducted on and subject to these RBC Global Trade Enrolment Terms and each Schedule hereto (collectively, the “**Terms**”).
2. **Administrator and Designated User(s).** Client will appoint an Administrator and one or more Designated Users to access the Service on behalf of Client and the name, contact information (including email address) and permissions for each. The Administrator will, through the Service, have the authority and responsibility to: (i) delegate authority to access use the Service to Designated User(s) and to manage their permissions; (ii) change or replace Designated User(s); (iii) perform administrative functions such as resetting passwords, updating email addresses of Client and Designated User(s); and (iv) approve the release of funds. Through the Service, Client or Administrator will immediately advise Royal Bank if a Designated User changes or is no longer valid. Client acknowledges and agrees that each Designated User may electronically upload financial information relating to transactions and may view all Client information visible through the Service.
3. **Security Devices.** The Administrator and Designated User(s) will each be provided with a User ID and a temporary Password via courier or two separate secure webmail messages. They will change their temporary Password to a unique Password which may not be easily guessed or obtained by others. A User ID and Password together form a Security Device. Client is responsible for: (i) maintaining the security and confidentiality of any Security Device; and (ii) ensuring that a Security Device will only be provided to and used by the Administrator or Designated User. Client will be bound by any actions or omissions resulting from the use of any Security Device in connection with the Service.
4. **Eligible Applicants.** Client may identify to Royal Bank in writing other entities and/or direct or indirect subsidiaries of Client, which, together with Client, shall be permitted to make applications for the issuance of Credits (the other entities and Client subsidiaries together form the “**Eligible Applicants**”). Client represents and warrants to Royal Bank that Client, and other Eligible Applicants (if any), may use the Service to make application for the issuance of a Credit under or in respect of which the “Applicant” specified in the application may be Client or an Eligible Applicant. Regardless whether the “Applicant” specified in the application for the issuance of a Credit, or in any Credit that may be issued pursuant to such application, is Client or another Eligible Applicant, the liability in respect of any such Credit shall be recorded in the name of and for the account of Client and such Credit shall be issued on and subject to these Terms.

### II. Credits and Collections

5. **Credits.** Client will promptly obtain all necessary permissions, licenses and other authorizations in respect of the shipping, export or import of any goods and Client will comply with all foreign and domestic governmental requirements with regard thereto, and deliver to Royal Bank such certificates in respect of such matters as Royal Bank may require from time to time.
6. **Collections.** Only Client shall be permitted to: (i) request that Royal Bank process or handle any Collection; or (ii) receive or deliver any advice, instruction or documentation pertaining to any Collection. Where any such request, receipt or delivery by Client is made on behalf of a third party: (a) Client shall be deemed to represent and warrant to Royal Bank that such request, receipt or delivery has been duly authorized and directed by such third party; and (b) any liability hereunder or otherwise in connection with such collection shall be, in every case, the responsibility of Client.

### III. Information Security

7. **Security Requirements.** Client and Each Eligible Applicant shall at all times have in place appropriate policies and procedures to protect the security and confidentiality of, and to prevent any unauthorized access to or use of, the Service, Electronic Channels and Electronic Communication. Client agrees to comply and to cause any Eligible Applicant to comply with any additional procedures, standards or other security requirements that Royal Bank may require in order to access the Service. Client and Eligible Applicants shall maintain the security of all Client computers by using anti-virus scanning, a firewall and installing the latest security patches to provide assurance that no Virus or Disabling Code is introduced into the systems or software while accessing the Service.
8. **Access Requirements.** Client will not: (i) access or use the Service for an illegal, fraudulent, malicious or defamatory purpose; (ii) take steps or actions that could or will undermine the security, integrity, effectiveness, goodwill or

connectivity of the Service (including illegal, fraudulent, malicious, defamatory or other activities that threaten to harm or cause harm to any other person); or (iii) transmit via the Service any Virus or Disabling Code.

**9. Authorization to Assist in Installation, Implementation and Maintenance.** Client requests and authorizes Royal Bank to take such steps and actions, as may be necessary or advisable, to assist Client and any other Eligible Applicant in the installation, implementation or maintenance of software, equipment or written materials forming part of, or incidental to, the Service.

**10. Notice of Security Breach.** Client shall notify Royal Bank in writing immediately of any Security Breach. If a Security Breach occurs Client will and will cause any Eligible Applicant to: (i) assist Royal Bank in the management of any consequences arising from it; (ii) take any reasonable steps necessary for it to take to mitigate any harm resulting from it; and (iii) take appropriate steps to prevent its recurrence.

#### **IV. General Terms**

**11. Fees.** Client shall pay the fees and charges agreed upon with Royal Bank or, if there is no such agreement, Royal Bank's standard fees and charges (including, without limitation, legal and documentation fees) with respect to the Service and any Credit (including, without limitation, issuing, honouring, revising or making amendments, advising to any Credit), Collection or Shipping Guarantee with interest thereon. Royal Bank's standard fees and charges with respect to the service can be obtained by calling 1800 757 4525 (Option 5).

**12. Reimbursement of Expenses.** Client shall pay or reimburse Royal Bank on demand for all drawings made under any Credit and all expenses incurred by Royal Bank in respect of any Credit, Collection or Shipping Guarantee, including expenses incurred in the enforcement of Royal Bank's rights under these Terms or in respect of any Credit, Collection or Shipping Guarantee, with interest thereon.

**13. Additional Amounts.** Client shall reimburse Royal Bank that amount which compensates Royal Bank for any additional cost or reduction in income caused by: (i) an imposition of or increase in taxes on amounts payable by Client to Royal Bank in connection with a Credit or these Terms, other than taxes on the overall net income of Royal Bank; (ii) an imposition of or increase in reserve or similar requirement against assets of, or deposits in or for the account of loans by, or any other acquisition of funds by, Royal Bank; (iii) a change in any requirement of Royal Bank relating to capital adequacy; or (iv) the imposition of any other condition with respect to any Credit by any government, governmental body or agency, tribunal or regulatory authority, through any directive, regulation, request or requirement with which financial institutions operating in the relevant jurisdiction are accustomed to or have generally complied, whether or not having the force of law.

**14. Interest.** Client shall pay interest on all overdue payments, reimbursements, fees and charges at the Royal Bank Prime Rate plus 5%. Such interest shall be calculated daily and shall be payable monthly with interest on overdue interest at the same rate as on the principal and shall be payable both before and after any or all of default, maturity, demand and judgement.

**15. Debit and Set-off Authorizations.** Royal Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Client (in any currency) at any branch or agency of Royal Bank in or towards satisfaction any amount due to Royal Bank from Client in connection with the Service or any Credit, Collection or Shipping Guarantee, or withhold such amounts from monies otherwise payable to Client. For that purpose, Royal Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application. Notwithstanding any other provision of these Terms, Royal Bank may at any time or from time to time, without notice to Client or to any other person, set-off, appropriate and apply any and all deposits (general and special) by or for the benefit of Client with any branch of Royal Bank, whether matured or unmatured, and regardless of currency and any other indebtedness of Royal Bank to Client, against and on account of the amounts payable to, or the liabilities of Client to, Royal Bank under these Terms, irrespective of whether or not Royal Bank has made any demand for payment pursuant to the provisions of these Terms or the amounts payable are due or the liabilities are contingent.

**16. Warranties.** Client represents and warrants to Royal Bank that the execution, delivery and performance of these Terms: (i) has been duly authorized by all necessary actions and (ii) does not (a) violate Client's charter, by-laws or any unanimous shareholder agreement to which it is subject or (b) result in a breach of, a default under, or violation of, any agreement, instrument, judgement, decree, statute, rule or regulation to which Client or any of its assets are subject.

**17. Binding Effect.** Any Electronic Communication that Royal Bank receives from or in the name of, or purporting to be from or in the name of, Client or any other person on Client's behalf in connection with the Service, will be considered

to be duly authorized by, and enforceable against, Client. Electronic data or records and other information obtained by Royal Bank in an Electronic Communication will be admissible in any legal or other proceeding as conclusive evidence of the contents of those communications in the same manner as an original paper document, and Client waives any right to object to the introduction of any such data or records into evidence on that basis.

**18. Limitation of Liability.** Neither Royal Bank nor its agents or correspondents shall be responsible or liable for any Loss resulting from: (i) any act or omission pursuant to any Eligible Applicant's instructions; (ii) arising from inaccurate, incomplete, false, misleading, or fraudulent information provided to Royal Bank; (iii) incurred as a result of an actual or potential Security Breach; (iv) arising from or in connection with assistance in the installation, implementation or maintenance of software, equipment or written materials forming part of, or incidental to, the Service; (v) incurred as a result of application vulnerability or Virus that is contained in or affects the Service; (vi) the default or error in or misinterpretation of or default or delay in the sending, transmission, arrival or delivery of any message, document or payment, whether in cipher or not, by post, telegraph, cable, wireless or otherwise; (v) any bill or document accepted, paid or acted upon by Royal Bank or its agents or correspondents being in any or all respects invalid, insufficient, fraudulent, forged or discrepant or any bill not bearing a sufficient reference to a Credit; (vi) any other act or omission of Royal Bank or its agents or correspondents other than arising from their gross negligence or wilful misconduct; (vii) any act, default, omission, insolvency or failure in business of any other person (including any agent or correspondent); or (viii) any matter beyond Royal Bank's control. Although every effort is made to provide secure transmission of information, Client acknowledges and agrees that Royal Bank is unable to guarantee the integrity of communications over the internet, and Client waives any claim against Royal Bank resulting from the third-party interception of or interference with same. In no event shall Royal Bank be liable for any Loss resulting from the use of the Service, or from a breach of confidentiality in respect of use of the Service. Notwithstanding the form of any action or claim which may be asserted by Client or any other Eligible Applicant, the liability of Royal Bank under these Terms or any Document delivered, Credit or Shipping Guarantee issued or Collection handled will be limited in the aggregate to actual and direct money damages not exceeding the total fees and charges paid by Client to Royal Bank in connection with the Credit, Shipping Guarantee or Collection, as applicable. In no event will Royal Bank be liable for any indirect, consequential or exemplary damages whatsoever, including loss of profits, or for any claims against or other liabilities of Client or any other Eligible Applicant in respect of any third party, whether for breach of warranty, negligence or otherwise, even if Royal Bank has been advised or been given notice of such a possibility.

**19. Indemnity.** Except to the extent caused directly by Royal Bank's negligence or wilful misconduct, Client agrees to indemnify and hold harmless Royal Bank from and against any Loss Royal Bank may suffer or incur as a result of Client's (i) access to or use of the Service or (ii) breach of any of these Terms. Client shall further indemnify Royal Bank from and against all Losses which Royal Bank may incur by reason of: (a) issuing, honouring and amending any Credit or Shipping Guarantee (including, without limitation, such losses, damages, expenses and liabilities that might arise by reason of complying with local laws, customs and regulations rendering invalid any provision of any Credit or Shipping Guarantee, including, without limitation, provisions dealing with the expiration thereof) arising from the fraud, forgery or illegal actions of others or Royal Bank's performance of the obligations of a confirmer that wrongfully dishonours a confirmation; (b) handling any Collection at the request of, or otherwise involving, Client, arising from the fraud, forgery or illegal actions of others; (c) by reason of any action taken, admitted or suffered to be taken in good faith in reliance upon any instruction (including, without limitation, any modification of instructions provided on the application for any Credit or Shipping Guarantee or request for a Collection), application, request or order from Client or any other Eligible Applicant or upon other paper, document or electronic communication reasonably believed by Royal Bank to be genuine; or (d) otherwise arising where due to the non-compliance by any Eligible Applicant with any of these Terms.

**20. Termination.** These Terms, save and except for sections 11, 12, 13, 15, 18 and 19, shall terminate upon revocation of access to or discontinuance of the Service. Royal Bank may suspend or revoke access to or discontinue the Service immediately for any reason at any time without prior notice. Royal Bank will not be responsible for any Loss or inconvenience that may result from such suspension, revocation or discontinuance. Client may terminate its use of the Service and these Terms at any time by giving written notice to Royal Bank.

**21. Amendments.** Royal Bank can change these Terms by giving Client notice of the change through an Electronic Communication. If Client, or an Administrator or Designated User on Client's behalf, use the Service after the date of such Electronic Communication, Client agrees and consents to the change.

**22. Successors and Assigns.** These Terms shall be binding upon the heirs, executors, administrators, successors and assigns of Client and shall inure to the benefit of and be enforceable by Royal Bank, its successors and assigns. These Terms shall continue in force and apply notwithstanding any change for any cause or in any manner whatsoever in the composition or membership of any firm which is a party hereto or may be a user of any Credit.

**23. No Waiver.** No failure to exercise and no delay in exercising on the part of Royal Bank, any right, power or privilege hereunder shall operate as a waiver thereof nor shall any partial or single exercise of any other right, power or privilege preclude any other right, power or privilege. No amendment, modification or waiver of any provision of these Terms shall be effective unless it is in writing, duly signed by Royal Bank and Client, and then the amendment, modification or waiver will be effective only in the specific instance, for the specific purpose and for the specific length of time for which it is given by Royal Bank. These Terms and the obligations hereunder are in addition to and not in substitution for any other obligations or security held by Royal Bank for satisfaction of such obligations. The remedies herein provided are cumulative and are not exclusive of any other right or remedy provided by law, in equity or under any agreement or instrument.

**23. Governing Law.** This agreement will be governed by the laws of the province or territory where Client's principal place of business is located and the federal laws of Canada applicable therein. If Client's principal place of business is located outside Canada, this agreement will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**24. Language.** Client has expressly requested that these Terms be drawn up and agreed to in the English language. Le client a expressément demandé que ce document soit rédigé et signé en langue anglaise (Province of Québec only).

**25. Definitions.** For the purpose of these Terms:

**"Administrator"** means the individual permitted to act on behalf of and bind the Client as set out in Section 2;

**"Applicant"** means the person specified in the electronic application for any Credit and specified in any Credit that may be issued pursuant to such application;

**"Client"** means the person who enters into this agreement or who is enrolled in, authorized for, or uses the Service;

**"Collection"** means any process by which Royal Bank acts on behalf of client to collect payment in respect of any Credit of which the Client is the beneficiary;

**"Credit"** means a documentary letter of credit, a standby letter of credit, or a letter of guarantee;

**"Designated User"** an individual permitted to act on behalf of and bind Client in all respects in connection with the Service;

**"Disabling Code"** means any clock, timer, counter, virus, worm, software lock, trojan horse, trap door, time bomb, or any other unauthorized codes, designs, routines or instructions that may be used to access, modify, replicate, distort, delete, damage or disable any Electronic Channel, including any related hardware or software;

**"Document"** means an agreement, amendment (including an amendment to these Terms), statement, disclosure, notice, request, consent, information, instruction, communication, Instrument, Service Materials, or other document, including any of the foregoing made, drawn, accessed, sent, received, accepted, endorsed, negotiated, signed, or processed verbally or in paper or electronic form through an Electronic Channel;

**"Electronic Channel"** means any telecommunication or electronic transmission method which may be used in connection with the Services, including any ATM, computer, email, facsimile, Internet, mobile device, mobile phone, network, personal digital assistant, point-of-sale terminal, smart phone, SWIFT or SWIFT Network, telephone, wire transfer system, or wireless device;

**"Electronic Communication"** means any information, disclosure, request or other communication or agreement sent, received or accepted using an Electronic Channel;

**"Eligible Applicant"** has the meaning set out in section 4;

**"Loss"** means all losses, claims, damages, costs, fees and charges, expenses and other liabilities, including reasonable legal and professional fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, penalties and sanctions;

**"Password"** means a combination of numbers and/or letters selected by a Designated User that is used to identify the Designated User. The Password is used in conjunction with a User ID to access the Service;

**"Royal Bank"** means Royal Bank of Canada;

**"Royal Bank Prime Rate"** means the annual rate of interest announced by Royal Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

**"Security Breach"** means any breach in the security of the Service, or any actual or threatened use of the Service, a Security Device, or Electronic Channel in a manner contrary to this agreement, including, without limitation, the introduction of Disabling Code or a Virus to the Service;

**"Security Device"** means a combination of a User ID and Password;

**"Service"** means the internet-based RBC Online Global Trade Service;

**"Shipping Guarantee"** means a written guarantee, issued by Royal Bank for presentation to a carrier or its agent in the case of arrival of cargo prior to the shipping documents, shall include a shipping release and a cargo release;

**"Terms"** is defined in Section 1;

**"User ID"** means the combination of numbers and/or letters used to identify a particular Designated User. The User ID is used in conjunction with a Password to access the Service; and

**"Virus"** means an element which is designed to corrupt data or enable access to or adversely impact upon the performance of computer systems, including any virus, worm, logic bomb and Trojan horse.

#### **SCHEDULE "A"** **IMPORT DOCUMENTARY CREDITS**

The terms of each import documentary credit (in this Schedule "A", a **"Credit"**) that may be issued and honoured by Royal Bank at the request of any Eligible Applicant shall be as set forth below, subject to modifications to the Credit which may be made by Royal Bank from time to time.

1. Client shall provide for all bills of exchange, drafts, cable and written demands for payments and receipts drawn or issued under a Credit (a **"Drawing"**) by payment of the amounts thereof at the branch of Royal Bank to which the application for such Credit is addressed in accordance with the following provisions:
  - (a) a Drawing in the currency of the place of issue of the Credit shall be provided for by payment in that currency;
  - (b) a Drawing in a currency other than the currency of the place of issue of the Credit (a "foreign currency") shall be provided for by payment in the currency of the place of issue of the Credit in an amount determined by applying Royal Bank's current announced rate of exchange for converting such foreign currency to the currency of the place of issue of the Credit to the amounts due under the Credit, or in such foreign currency, by bankers' demand draft approved by Royal Bank or by telegraphic transfer;
  - (c) if the Drawing is payable on sight, payment will be made on demand of Royal Bank together with interest from the date the Drawing was honoured by Royal Bank; and
  - (d) if the Drawing is not payable on sight, payment will be made a sufficient number of days prior to the maturity of the Drawing, to enable Royal Bank to transfer the funds to (and for value in) the place where the Credit is to be honoured.
2. All users of the Credit shall be deemed to be agents of the applicable Eligible Applicant, and neither Royal Bank nor its agents or correspondents shall be responsible for the existence, nature, condition, quality, weight, quantity or value of any property which may be purchased through the use of the Credit (the **"Goods"**), or the packing, shipment, export, import, handling or storage thereof, or the safety or preservation thereof at any time, and neither Royal Bank nor its agents or correspondents shall be liable for any loss resulting from the total or partial destruction of or damage to or deterioration or fall in value of the Goods, or from the inadequacy or invalidity of any documents or insurance, or from the default or error in or misinterpretation of or default or delay in the sending, transmission, arrival or delivery of any message, whether in cipher or not, by post, telegraph, cable, wireless or otherwise, and the liability of Client to Royal Bank shall not be in any way lessened or affected if any bill or document accepted, paid or acted upon by Royal Bank or its agents or correspondents should be in any or all respects invalid, insufficient, fraudulent or forged or if any bill does not bear a reference or sufficient reference to the Credit or if no note thereof is made on the Credit.

3. Client shall obtain promptly all necessary permissions, licenses and the other authorizations in respect of the shipping, export or import of any Goods and shall comply with all foreign and domestic governmental requirements with regard thereto, the whole to the exoneration of and without expenses to Royal Bank, and deliver to Royal Bank such certificates in respect thereof as it may require from time to time. Client shall also confirm to Royal Bank, the country of origin and the intermediate and ultimate destination of the Goods, as Royal Bank may require.
4. Client grants to Royal Bank, by way of a fixed and specific mortgage, assignment and charge, a security interest in the Goods and any related documents, including all shipping documents, warehouse receipts and rights under policies or certificates of insurance and other documents accompanying or related to any Credit or to any drawings under any Credit, and the proceeds of each of them (the "**Property**"), as security for any obligations, matured or contingent, Client may have to Royal Bank at any time and from time to time, including obligations in connection with any Credit (the "**Obligations**"). If in Royal Bank's opinion, Royal Bank is faced with a potential loss in respect of any of the Obligations, Royal Bank may take possession of the Property by any means permitted by law, and dispose of any or all of the Property as permitted by law.
5. Client shall grant Royal Bank, from time to time whenever requested by it, additional security, satisfactory to it in nature and amount, for the Obligations and Royal Bank may hold all property of any kind belonging to Client at any time in possession of Royal Bank or under its control as security for all the Obligations.
6. Client shall insure the Goods and keep them insured, or cause them to be insured and kept insured, against all risks, including war risks, with companies and by means of policies satisfactory to Royal Bank, the loss in every case to be payable to Royal Bank and the policies of all certificates of insurance to be delivered to it. Should any claim arise under any insurance Royal Bank is hereby irrevocably authorized to recover the full amount thereof from the insurers and to give a valid and binding receipt on behalf of Client and to apply the full amount thereof to the Obligations.
7. Royal Bank may, in its sole and absolute discretion, use any agent to advise, confirm or issue the Credit or carry out any other act or deed in connection with the Credit or these Terms.
8. These Terms and the rights and obligations hereunder shall be deemed to form part of the Credit as if written thereon.
9. In case of any renewal or extension of the Credit or of any bills drawn thereunder, or any increase in the amount of the Credit or any modification in any of its terms, all obligations of Client under these Terms shall subsist and apply to and in respect of such bills and the Credit so renewed, extended, increased or modified.
10. Except as otherwise expressly stated, the Credit is subject to Uniform Customs & Practice for Documentary Credits (1993 Revision), International Chamber of Commerce, Publication No. 600 as revised from time to time. The Credit is also subject to all laws, customs and regulations which may be in force in any place of negotiation or payment thereof as well as any laws specifically designated by Client. Client further agrees that when such foreign laws are designated, these Terms will be subject, at Royal Bank's sole discretion to these same laws. If any provision of these Terms is or becomes prohibited or unenforceable in any jurisdiction, such prohibition or unenforceability shall not invalidate, affect or impair any of the remaining provisions hereof or render unenforceable the provision in any other jurisdiction.
11. These Terms shall continue in full force and effect until the expiration of the Credit, but notwithstanding any such expiration, these Terms shall continue in full force and effect until all obligations then outstanding under the Credit have been paid in full and all rights of Royal Bank hereunder have been satisfied or other arrangements for the securing of such rights satisfactory to Royal Bank have been made.

#### **SCHEDULE "B"** **STANDBY LETTERS OF CREDIT AND GUARANTEES**

The terms of each standby letter of credit or guarantee (in this Schedule "B", a "**Credit**") that may be issued and honoured by Royal Bank at the request of any Eligible Applicant shall be as set forth below, subject to modifications in the Credit which may be made by Royal Bank from time to time.

1. Client shall provide for all bills of exchange, drafts, cable and written demands for payments and receipts drawn or issued under a Credit (a "**Drawing**") by payment of the amounts thereof at the branch of Royal Bank where the application for such Credit is made (the "**Application Branch**") in accordance with the following provisions:
  - (a) a Drawing in the currency of the place of the Application Branch shall be provided for by payment in that currency.

- (b) a Drawing in a currency other than the currency of the place of the Application Branch (a "foreign currency") shall be provided for by payment in the currency of the place of the Application Branch in an amount determined by applying Royal Bank's current announced rate of exchange for converting such foreign currency to the currency of the place of the Application Branch to the amounts due under the Credit, or in such foreign currency, by bankers' demand draft or telegraphic transfer approved by Royal Bank; and
- (c) payment will be made on demand of Royal Bank, at any time and from time to time, whether before, at or after maturity of the Credit, together with interest from the date the Drawing was honoured by Royal Bank.
2. If, in the application for any Credit, an automatic extension of such Credit has been requested, the Credit will be extended without amendment for a further period equal in duration to the period specified in the application, unless 15 days prior to the time at which Royal Bank is required to give notice of non-renewal of the Credit to the beneficiary: (i) Client notifies Royal Bank in writing that the Credit is not to be renewed, or (ii) Royal Bank notifies Client in writing that Royal Bank will not renew the Credit.
  3. Royal Bank may, in its sole discretion, use any agent or correspondent to advise, confirm or issue the Credit or carry out any other act or deed in connection with the Credit.
  4. These Terms and the rights and obligations hereunder shall be deemed to form part of the Credit as if written thereon.
  5. In case of renewal or extension of the Credit or any bills drawn thereunder or any increase in the amount of the Credit or any modification in any of its terms, all obligations of Client under these Terms shall subsist and apply to and in respect of such bills and the Credit related thereto as so renewed, extended, increased or modified.
  6. If the Credit is not honoured or partially honoured, it may only be cancelled or retired on a day other than its maturity date with the written consent of the beneficiary of such Credit and the return of the original Credit to Royal Bank.
  7. A Standby Letter of Credit shall be subject to either Uniform Customs and Practice for Documentary Credits, 1993 revision, International Chamber of Commerce (ICC) Publication No. 600, or International Standby Practices 1998, ICC Publication No. 590 as revised from time to time, as indicated on the front side hereof. A Demand Guarantee is subject to Uniform Rules for Demand Guarantees, ICC Publication No. 758 and subsequent revisions.

#### **SCHEDULE "C" COLLECTIONS**

The Terms applicable to each Collection that may be handled by Royal Bank at the request of, or otherwise involving, Client, shall include as set forth below and in any instruction appertaining to such Collection.

1. If Royal Bank is required to return the amount of any collection received by Royal Bank and paid to Client (or any other person at Client's direction) upon the insolvency, bankruptcy or reorganization of the presenting bank or collecting bank or other third party or for any other reason, Client will repay to Royal Bank such amount together with interest thereon from the date of payment by Royal Bank at the Royal Bank Prime Rate plus 5% per annum, calculated daily, payable both before and after demand and judgement.
2. The Uniform Rules for Collections (1995 Revision), International Chamber of Commerce, Publication No. 522, as revised from time to time, shall apply to all Collections.

#### **SCHEDULE "D" SHIPPING GUARANTEES**

1. The Terms applicable to each shipping guarantee that may be handled by Royal Bank at the request of, or otherwise involving, Client, shall include as set out in this Schedule "D" and in any instruction appertaining to such shipping guarantee.
2. In respect of obligations arising from the delivery of goods without bill of lading, or other type of transport document, in addition to any other indemnity provided in these Terms, Client agrees to hold Royal Bank harmless and indemnify it against any and all claims, demands, actions, suits and proceedings of whatsoever nature upon or in respect of or in any manner arising out of the said guarantee or release which are made, brought or prosecuted against the bank and against all losses, costs, charges, damages and expenses which the bank may incur by reason of any such claim, demand, action, suit or proceeding.

3. Client agrees to do all things which may be required in order to obtain delivery of the bill(s) of lading or other type of transport document covering the subject goods including, but without in any way limiting the generality of the foregoing, the payment of any bills of exchange, and to deliver such bill(s) of lading or other type of transport document to Royal Bank upon receipt thereof.
4. Client will not require Royal Bank to refuse payment of any bills of exchange or other demand for payment arising in connection with the aforesaid bill(s) of lading or transport document for any reason, and further covenants that the indemnity set out in this Schedule "D" shall apply to any such payments.

**SCHEDULE "E"**  
**TRANSFER LETTER OF CREDIT**

The Terms applicable to each Transfer that may be handled by Royal Bank at the request of, or otherwise involving, Client as Transferring Party, shall include as set forth below and in any Documentary Credit Transfer Request appertaining to such Transfer.

1. Client irrevocably authorizes Royal Bank to accept or reject any amendments, to the subject Credit directly to the Issuing Bank, without having to first secure Client's consent or any agreement from other parties.
2. Client shall deliver to Royal Bank the invoice(s) and draft(s), if the Credit stipulates draft(s), in accordance with the terms of the Credit, within two business days after delivery of the required documents from the second beneficiary. Client irrevocably authorizes and directs Royal Bank to substitute the invoices and drafts, if appropriate, delivered by Client, for the invoices and drafts delivered by the second beneficiary.
3. Upon receipt of funds from the Issuing Bank, Royal Bank shall remit to Client the amount that exceeds the invoice or draft amount submitted by the second beneficiary, less any Royal Bank charges if not previously collected.
4. In the event that Client fails to deliver the Client's invoice(s) and draft(s), if appropriate, as set out in section 2 above, Royal Bank is authorized to forward the documents delivered by the second beneficiary to the Issuing Bank. Under such circumstances Royal Bank shall have no responsibility to pay the difference between the amount paid to the second beneficiary and the amount of the Credit and shall have no other responsibility to the Client.
5. Royal Bank is directed to notify the second beneficiary, in such form as it may determine, of the terms and conditions of the transferred Credit transferred and to provide a copy of such notice to the Client after delivery to the second beneficiary.
6. Notwithstanding the terms of any Documentary Credit Transfer Request, Royal Bank may disclose the applicant's name to be second beneficiary if the terms of the Credit require the applicant's name to appear on any of the documents to be submitted under the Credit by the second beneficiary.
7. In consideration of transferring the Credit in accordance with the Client's Documentary Credit Transfer Request, Client agrees to hold Royal Bank harmless and to indemnify Royal Bank from and against any and all claims, loss, costs, liability or damage including and without limitation to the fees and expenses of external legal counsel, which royal Bank may suffer or incur at any time relating to Transfer of a Credit.
8. Client shall pay Royal Bank its standard Transfer charges and fees and any out of pocket expenses incurred by Royal Bank in connection with each Transfer. Charges, fees and expenses collected in respect of any Transfer are not refundable even if no shipment is made by the second beneficiary.