

Investor Connect®

USER AGREEMENT

USER AGREEMENT TO VIEW ACCOUNTS THROUGH RBC WEALTH MANAGEMENT, RBC ADVISOR CONNECT, AND/OR INVESTOR CONNECT®

This User Agreement is between RBC Capital Markets, LLC, including its RBC Wealth Management, RBC Advisor Services and RBC Correspondent Services divisions, and any other, divisions or units, (collectively, “RBC CM”), and the client(s) of RBC CM that have accepted this Agreement (“you” or “your”), and relates to your use of RBC Wealth Management, RBC Advisor Connect, and/or Investor Connect (collectively, and as applicable, the “Program”), to view your RBC CM brokerage account(s) (the “Account”) through the Program website (the “Site”), obtain information about securities, products and services, trade securities, and communicate electronically with RBC CM: You understand, acknowledge and agree that any activity that you conduct through the Program will be governed by and subject to the terms of your account agreement, and that the provisions of the account agreement shall govern the rights of the parties hereto in the event of a conflict between the terms of this Agreement and the account agreement.

1. SERVICES PROVIDED

In consideration of your agreement with the terms of this contract, which you provide by clicking “I Agree”, which appears at the bottom of this Agreement, RBC CM agrees to provide you with electronic access, through your computer, to the Account. You agree not to use, or attempt to use, the Program if you do not agree to the terms of this Agreement.

2. HARDWARE AND SOFTWARE

To access the Program, you agree to use the type of hardware, including, without limitation, computers, modems, hard disk, and any other electronic devices, and telephone connection equipment (“Hardware”) and software (“Software”), including a secure Internet browser, sufficient to allow secure use of the Program. You are responsible for the installation, maintenance and operation of the Hardware and Software. In addition, you understand and acknowledge that RBC CM may make use of “cookies” to, among other things, allow your web browser to store and retain certain information.

3. USER CODES

A. When you register to use the Program, you must create your own user identification and password. You should write down this information and

maintain it as highly confidential. (Your user identification information and Password are hereafter referred to as “User Codes”).

- B. The User Codes are for your personal use only. You are responsible for their confidentiality and agree not to provide them to any third party. You are solely responsible for any loss(es) or damage(s) arising from your provision of the User Codes to a third party. You are responsible for all statements made and acts or omissions that occur while your User Codes are being used. RBC CM is not responsible for any breach of security caused by your failure to maintain the confidentiality of your User Codes. You agree to notify RBC CM immediately if the confidentiality of any or all of your User Codes has been compromised or if there has been unauthorized use of the Program. RBC CM reserves the right to revoke your User Codes at any time without prior notice.
- C. If you are a client of RBC Correspondent Services or RBC Advisor Services, you understand and agree that RBC CM may, in its sole discretion, request that your introducing broker or third party financial advisor, as applicable, provide evidence to RBC CM prior to approving your request for electronic access to your account. This evidence may include, without limitation, account agreements or similar documentation. These safeguards are taken in order to minimize the risk of fraud. You further agree that there may be a delay in the processing of your request for electronic access to the Account while RBC CM awaits receipt of information from your introducing broker or third party financial advisor, and that you will hold RBC CM harmless from and against any and all damages, costs, lawsuits, judgments or other actions or expenses of whatever nature arising from or attributable to such delay.

4. ELECTRONIC COMMUNICATION

The Program permits you to communicate electronically with RBC CM via email. You will provide RBC CM with your email address. However, you agree not to use email to give RBC CM any instruction affecting your account(s) or any linked accounts, including, but not limited to, placing orders to purchase or sell a security or to transfer funds. You agree not to use email for the transmission of any personal credit information (including credit card numbers), to give notice of a change of address, to give instructions to change or to confirm your User Codes, or to give RBC CM any time-sensitive instructions. RBC CM shall not be liable for any actions taken or any omissions to act as a result of any email message you send to RBC CM.

5. YOUR OBLIGATIONS

- A. You agree that you will keep confidential and 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. You agree that you are solely responsible for all information electronically transmitted to RBC CM by you, and for the use of any data, information or services obtained by using your User Codes and any other security data.
- B. You shall immediately notify RBC CM or if you are a client of RBC Correspondent Services, your introducing broker, if there is unauthorized use of your User Codes or other security data.
- C. You shall immediately notify RBC CM or if you are a client of RBC Correspondent Services, your introducing broker, if there is a discrepancy in your Account balances or security positions.
- D. All notifications to RBC CM pertaining to this Agreement shall be directed to:

RBC Capital Markets, LLC
60 South 6th Street
Minneapolis, Minnesota 55402
Attention: Client Support Services, Mail Stop P12
- E. You accept full responsibility for monitoring your Account.
- F. You agree to provide all telephone and other equipment necessary to access the Program and you will be solely responsible for paying all related charges.

6. SUITABILITY AND COMPLIANCE WITH LAW; PROPERTY RIGHTS IN INFORMATION AND SERVICES

- A. The Program is provided by RBC CM for your personal use only. Nothing in this Agreement or contained in or available to you through the Program should be construed as a solicitation or recommendation to buy or sell securities. RBC CM does not provide investment advice through the Program and does not represent that any securities are suitable for you. In addition, you agree to make your own independent evaluation of the investment merits and suitability for you of any such securities. Reliance on the Program shall be at your risk. Neither RBC CM, nor any affiliated entity of RBC CM, nor any of the respective agents, employees

or information providers shall be liable to you or anyone else for any inaccuracy, error, omission, interruption, untimeliness, incompleteness, deletion, defect, alteration or use of any content herein, regardless of cause. You also acknowledge that the information provided through the Program may be incomplete, and that RBC CM does not provide tax or legal advice. You agree that the Program, or any information used in or obtained from the Program, will not be used by you as tax or legal advice or for tax preparation purposes.

- B. If you use the Program, or the links included on the Site, to gain access to a World Wide website, Internet location or source of information of any company, organization or person other than RBC CM, you acknowledge that those sites are not under the control of RBC CM. You agree that RBC CM shall not be responsible for any information or other links found at those sites, or for your use of such information, and you agree that RBC CM does not sponsor or endorse those links. RBC CM provides such links only as a convenience to you and has not tested any software or verified any information found on the sites. The fact that RBC CM has provided a link to another site does not signify an endorsement by RBC CM of the site or its contents. There are inherent risks in the use of any software or information found on the Internet, and you acknowledge that you understand these risks before making any use of the Site or the Program.
- 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. Except as expressly authorized herein, you may not reproduce, transmit, sell, display, distribute, publish, broadcast, circulate, modify, disseminate, re-disseminate or commercially exploit any part of the Program provided in any manner (including electronic, print or other media now known or hereafter developed) without the written consent of RBC CM. You also agree not to use the Program for any unlawful purpose, and you shall comply with any request of RBC CM or any of the third-party providers to protect their respective rights in 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.

7. WARRANTIES AND LIMITATIONS OF LIABILITY REGARDING THE PROGRAM AND INFORMATION PROVIDED THROUGH THE PROGRAM
- A. THE ACCURACY, COMPLETENESS, SEQUENCE OR TIMELINESS OF THE PROGRAM, OR ANY INFORMATION AVAILABLE THROUGH THE PROGRAM, CANNOT BE GUARANTEED. RBC CM AND ITS AFFILIATES, AGENTS AND LICENSORS SHALL NOT HAVE ANY RESPONSIBILITY FOR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES YOU MAY INCUR FROM ANY RELIANCE BY YOU ON ANY SUCH INFORMATION OR FOR THE RELIABILITY, ACCURACY, COMPLETENESS, SEQUENCE OR TIMELINESS THEREOF, OR FOR ANY DELAYS OR ERRORS IN THE TRANSMISSION OR DELIVERY OF ANY PART OF SUCH INFORMATION, OR FOR ANY UNAUTHORIZED USE BY YOU OF EMAIL.
- B. 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. 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 AND HARDWARE IN CONNECTION WITH ANY USE OF THE SITE OR INFORMATION.
- C. IN ADDITION TO AND WITHOUT LIMITING THE FOREGOING, 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 INFORMATION OR ANY OF YOUR SOFTWARE, HARDWARE, DATA OR PROPERTY.

- D. IN ADDITION TO AND WITHOUT LIMITING THE FOREGOING, RBC CM MAKES NO REPRESENTATION AND ASSUMES NO LIABILITY REGARDING THE QUALITY, SAFETY, ACCURACY OR SUITABILITY OF ANY INFORMATION OR SOFTWARE FOUND ON ANY OTHER SITE NOT UNDER RBC CM'S CONTROL.
- E. 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), 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".

8. 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 request access to the Program:

- A. You are the person identified as the "registrant" in the Program application, and your name and address as provided in that application are correct.
- B. You are at least 18 years of age.
- C. You understand that RBC CM will not be responsible for the accuracy, completeness or use of any information received by it or received by you from outside data sources through the Program and that RBC CM does not make any warranty concerning such information. You understand that all information provided or transmitted to RBC CM through the Program is at your sole risk and responsibility. You agree that neither RBC CM, nor any third party working with RBC CM to provide

services hereunder, shall be responsible for any damages caused by communications line failure, unauthorized access, theft, systems failure and other occurrences beyond its control.

- D. You will not use any information or market data provided on the Site by a national securities exchange or association in connection with any professional or commercial activities, and you agree to notify RBC CM if you intend to do so and to pay any additional charges in connection therewith.
- E. You understand that all the terms and conditions of your brokerage client agreement(s) with RBC CM, including, without limitation, any online trading account agreement, written acknowledgement or risks associated with online trading, RBC Express Credit and options agreement, or mutual fund application(s) or applicable prospectus, control the operation of your Account, and those terms and conditions are incorporated herein by this reference.
- F. You agree to be liable for any and all charges or expenses incurred in connection with the use of the Program by you or any other person through the use of your User Codes, or otherwise. You understand that any rates, fees, billing and terms governing services provided by outside vendors may be determined by the vendor.
- G. You expressly acknowledge and agree that the use and storage of any information, including, without limitation, portfolio information, transaction activity, account balances and any other information available through use of the Program is at your sole risk and responsibility.
- H. You understand that each participating national securities exchange or association asserts a proprietary interest in all of the market data it furnishes to the parties that disseminate the data. You also understand that neither any participating national securities exchange or association nor any supplier of market data guarantees the timeliness, sequence, accuracy or completeness of market data or any other market information, or messages disseminated by any party. No disseminating party shall be liable in any way, and you agree to indemnify and hold harmless such party, for (a) any inaccuracy, error, delay in or omission of, (i) any such data, information or message, or (ii) the transmission or delivery of any such data, information or message, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) nonperformance, or (iii) interruption of any such

data, information or message, due either to any negligent act or omission by any disseminating party or to any “force majeure” event (i.e., flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction) or any other cause beyond the reasonable control of any disseminating party. You understand that the terms of this Agreement may be enforced directly against you by the national securities exchanges and associations providing market data to you.

- I. You understand that, to the extent the Program utilizes Internet services to transport data or communications, RBC CM will take reasonable security precautions, but that RBC CM disclaims any liability for interception of any such data or communications. You also understand that RBC CM shall not be responsible for, and makes no warranties regarding, the access, speed or availability of Internet or network services.
- J. You recognize that your use of the Program may involve the transmission to you 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 Account 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.
- K. The Account is: 1. In your name individually, or as a joint tenant, or as a tenant in common; or 2. In the name of an estate, of which you are an authorized representative by will or court order; or 3. In the name of a trust, of which you are a trustee or other person acting with full authorization from the trustee(s); or 4. In the name of a minor person for whom you are custodian; or 5. In the name of a corporation, of which you are an officer or other authorized representative; or 6. In the name of a partnership, of which you are a partner or other authorized representative; or 7. In the name of a limited liability company, of which you are a member or other authorized representative; or 8. In the name of a corporate custodian, such as a broker-dealer.

9. TERMINATION OF USE

You agree that RBC CM may discontinue the Program, in whole or in part, at any time, and that RBC CM may modify or change the terms of it, in whole or in part, at any time. You agree that RBC CM may immediately terminate its services if you breach this Agreement or if you have jeopardized the property

and efficient operation of its services. All payments due RBC CM shall be made directly to RBC CM in accordance with its policies. Any unauthorized use of the Program shall result in automatic termination of this Agreement.

10. 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 and shall inure 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.

11. 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. You agree that any action to enforce this Agreement shall be brought in the federal courts located in Minneapolis, Minnesota.

12. MISCELLANEOUS

RBC CM may modify this Agreement at any time upon written notice or electronic posting. RBC CM reserves the right, in its sole discretion, to deny access to any user of the Program, or any portion hereof. 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 a 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 preclude any other future exercise. 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.

USER AGREEMENT TO VIEW ACCOUNTS THROUGH RBC CORRESPONDENT SERVICES INVESTOR CONNECT

I HAVE READ THE USER AGREEMENT, AND I UNDERSTAND AND CONSENT TO THE TERMS AND CONDITIONS THEREIN. I ALSO AGREE THAT ELECTRONIC ACCESS TO MY ACCOUNT(S) THROUGH THIS WEBSITE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT.

PLEASE LIST THE ACCOUNT(S) TO WHICH YOU GRANT VIEWING ACCESS.

Account Number

Name on Account

_____	_____
_____	_____
_____	_____

PLEASE NAME THE PERSON TO WHOM YOU GRANT VIEWING ACCESS.

Guest Name _____

PLEASE SIGN AND DATE, AND PROVIDE YOUR TITLE AS APPLICABLE.

Signature _____ Date _____

Title _____

(officer, partner, member, etc., as applicable)

If this agreement is not returned to RBC Wealth Management within 45 days, the request will be cancelled and viewing access to your account(s) will be denied.

Please return in the envelope provided, or mail to:

RBC Correspondent Services
60 South 6th Street
Minneapolis, Minnesota 55402
ATTN: Client Support Services, Mail Stop P12



RBC Correspondent Services

USER AGREEMENT TO VIEW ACCOUNTS THROUGH RBC CORRESPONDENT SERVICES INVESTOR CONNECT

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_____	_____

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(officer, partner, member, etc., as applicable)

If this agreement is not returned to RBC Wealth Management within 45 days, the request will be cancelled and viewing access to your account(s) will be denied.

Please keep this copy, along with the agreement, for your own records.



RBC Correspondent Services

www.investor-connect.com



RBC Correspondent Services

RBC Correspondent Services, a division of RBC Capital Markets, LLC, provides custody services for accounts managed by your financial advisor. The referenced product or service is available through that relationship.

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