

# ROYAL BANK OF CANADA TAX-FREE SAVINGS ACCOUNT TRUST AGREEMENT

- Definitions. Whenever used in this Trust Agreement or the Application, any capitalized terms shall have the meanings given to them below:
- "Account" means the tax-free savings account established for the Holder;
- "Account Agreement" means the agreement or agreements entered into between you and the Agent or any Investment Agent, as the case may be, regarding the terms under which the Agent or any Investment Agent may deal with the Qualified Investments held within the Account;
- "Advantage" has the meaning given to it in the Tax Act;
- "Agent" means Royal Bank of Canada and its successors and assigns;
- "Applicable Laws" means the Tax Act and such other laws of Canada and of the provinces and territories applicable hereto;
- "Application" means the Holder's application to the Agent to establish the Account;
- "Contribution" means a contribution of cash or any Qualified Investment;
- "Distribution" means a payment out of or under the Account in satisfaction of all or part of the Holder's interest therein;
- "Estate Documents" means proof of the Holder's death and such other documents including letters probate, letters of administration, certificate of appointment of estate trustee with or without a Will or other document of like import issued by any court in Canada as may be required by the Trustee in its sole discretion in connection with the transmission of the Property on the Holder's death;
- "Estate Representative" means an executor, an administrator, an administrator with the Will annexed, a liquidator, or an estate trustee with a Will or without a Will, whether one or more than one is so appointed;
- "Expenses" means all (i) costs, (ii) charges, (iii) commissions, (iv) investment management fees, brokerage fees, and other fees, (v) legal expenses and (vi) out-of-pocket expenses incurred from time to time in relation to the Account;
- "Former Spouse" means the individual who is considered by the Applicable Laws to be the Holder's former Spouse;
- "Holder" means the individual who enters into the arrangement with the Trustee which arrangement is to be registered as a TFSA or the Survivor if designated as the successor holder of the TFSA;
- "Investment Agent" means Royal Mutual Funds Inc., a registered dealer of securities under the applicable securities law appointed by the Trustee and the Holder as agent under the Account;

- "Proceeds" means the Property, less any applicable Expenses and Taxes;
- "Prohibited Investment" means Property (other than prescribed excluded Property as that term is defined in the Tax Act) that is:
- (a) a debt of the Holder;
- (b) a share of the capital stock of, an interest in or a debt of:
- (i) a corporation, partnership or trust in which the Holder has a significant interest;
- (ii) a person or partnership that does not deal at arm's length with the Holder;
- (c) an interest in, or right to acquire, a share, interest or debt described in paragraph (a) or (b); or
- (d) prescribed property (as that term is defined in the Tax Act);
- "Property" means any property, including the income on it, the proceeds from it and any cash, held in the Account from time to time;
- "Qualified Investment" means any investment which is a qualified investment for a TFSA according to the Tax Act;
- "Spouse" means an individual who is considered by the Tax Act to be the Holder's spouse or common-law partner;
- "Survivor" of the Holder means an individual who survives the Holder and was a Spouse immediately before the death of the Holder:
- "Tax Act" means the Income Tax Act (Canada);
- "Taxes" means any and all applicable taxes and assessments including any penalties and interest which may be required under the Applicable Laws;
- "TFSA" means a tax-free savings account, which is a "qualifying arrangement" (as that term is defined in the Tax Act) the issuer of which has elected, in the form and manner prescribed by the Tax Act, to register as a TFSA; and
- "Trustee" means The Royal Trust Company in its capacity as trustee and issuer of the arrangement governed by this Trust Agreement, and its successors and assigns.
- Acceptance of Trust. The Trustee agrees to act as trustee of the Account, for the benefit of the Holder, and to administer the Property in accordance with the terms of this Trust Agreement.
- 3. Appointment of Agents.
- (a) The Trustee has appointed Royal Bank of Canada, the Agent, as its agent to perform certain duties relating to the operation of the Account. Royal Bank of Canada shall also be responsible for the acceptance and investment of any applicable Property of the Account on behalf of the Trustee and in accordance with the instructions of the Holder and the terms of the Account Agreement.
- (b) If the Holder has entered into an Account Agreement with Royal Mutual Funds Inc., the Trustee and Holder appoint Royal Mutual Funds Inc. as the Investment Agent under the Account. When so appointed, Royal Mutual Funds Inc. shall be responsible for the acceptance and investment of any applicable Property of the Account on behalf of the Trustee and in accordance with the instructions of the Holder and the terms of the Account Agreement.

- (c) The Holder authorizes all of the Trustee, the Agent and the Investment Agent, as applicable, together or separately, to appoint and employ agents to whom each may delegate, respectively, any of its powers, duties and responsibilities under the Account.
- (d) The Trustee acknowledges and confirms that ultimate responsibility for the administration of the Account remains with the Trustee.
- 4. Registration. Subject to the Holder having attained at least 18 years of age, the Trustee agrees to elect, in the manner and form prescribed by the Tax Act, to register the arrangement governed by this Trust Agreement as a TFSA under the social insurance number of the Holder. For greater certainty, unless the Holder has attained at least 18 years of age at the time that this arrangement is entered into, it shall not constitute a qualifying arrangement, as that term is defined in subsection 146.2(1) of the Tax Act, susceptible of being registered as a tax-free savings account.
- 5. Statement of Account. Royal Bank will provide the Holder with a statement of account showing each transfer of Property, and each Qualified Investment, Expense, transaction, current balance and other information in respect of the Account at least once a year. Such statement will be sent in accordance with Section 31 below. The Holder must examine such statement and notify Royal Bank of any error or omission in such statement within 45 days from the statement date. If the Holder does not notify Royal Bank as required, Royal Bank is entitled to treat the statement as complete, correct and binding on the Holder and Royal Bank and the Trustee will be released by the Holder in respect of any error or omission in such statement.
- 6. Contributions. Only the Holder may make Contributions to the Account, in such amounts as are permitted under the Tax Act, in cash or such other property as may be permitted in the sole discretion of the Trustee. It shall be the sole responsibility of the Holder to ensure that the amount of Contributions is within the limits permitted under the Tax Act.
- 7. Distributions to Reduce Tax. Notwithstanding any limit on the frequency of Distributions or any minimum Distribution requirement identified in the Application or other notice given under the terms of this Trust Agreement, any Distributions may be made at any time to reduce the amount of Taxes otherwise payable by the Holder as a result of excess Contributions made contrary to the Tax Act.
- Tax Information. The Trustee shall provide the Holder with appropriate information slips for income tax purposes and such other information as may be required under the Applicable Laws.
- Delegation by Trustee. The Holder expressly authorizes the Trustee to delegate to the Agent and the Investment Agent, if applicable, the performance of the following duties of the Trustee:
- (a) receiving Contributions;
- (b) receiving transfers of Property;
- (c) investing and reinvesting the Property as directed by the Holder;
- (d) registering and holding the Property in the Trustee's name, in the Agent's name, in the name of their respective nominees or in bearer form as determined by the Agent from time to time;
- (e) maintaining records, including information concerning the Survivor and the designation of beneficiaries, where applicable:

- (f) providing to the Holder statements of account at least annually:
- (g) preparing all government filings and forms;
- (h) making Distributions pursuant to the provisions hereof; and
- such other duties and obligations of the Trustee as the Trustee in its sole discretion may from time to time determine.

The Holder acknowledges that, to the extent the Trustee delegates any such duties, the Trustee shall thereby be discharged from performing such duties, subject to paragraph 3.

- 10. Investment of the Property. The Property shall be invested and reinvested on the directions of the Holder (or the Holder's agent) without being limited to investments authorized by law for trustees.
- 11. Choice of Investments. The Holder shall be responsible for selecting the investments of the Account and determining whether any such investment is or remains a Qualified Investment and is not and continues not to be a Prohibited Investment. The Trustee shall exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Account holds a non Qualified Investment.
- The Holder shall have the right to appoint an agent, for the purpose of giving investment directions, whether or not an Investment Agent has been appointed.
- 12. Uninvested Cash. Uninvested cash will be placed on deposit with the Trustee or an affiliate of the Trustee. The interest on such cash balances payable to the Account will be determined by the Agent from time to time in its sole discretion with no obligation to pay a minimum amount or rate. The Trustee will pay interest to the Agent for distribution to the Account and the Agent shall credit the Account with appropriate interest. The Trustee shall have no liability for such payment of interest once it is paid to the Agent for distribution.
- 13. Right of Offset. The Trustee and the Agent shall have no right of offset with respect to the Property in connection with any obligation or debt owed by the Holder to the Trustee or the Agent, other than the Expenses payable by the terms of this Trust Agreement and any right the Agent may have respecting any loan it made to the Holder and for which the Account was pledged as set out in paragraph 14 below.
- 14. Pledging. Where the Holder wishes to use his or her interest or right in the Account as security for a loan or other indebtedness, he or she must first advise the Trustee. Where the Holder uses his or her interest or right in the Account as security for a loan or indebtedness, it shall be the sole responsibility of the Holder to ensure:
- (a) that the terms and conditions of the loan or other indebtedness are terms and conditions that persons dealing at arm's length with each other would have entered into; and
- (b) that it can reasonably be concluded that none of the main purposes for that use is to enable a person (other than the Holder) or a partnership to benefit from the exemption from Taxes of any amount of the Account.

The Trustee shall be entitled to rely on the information provided by the Holder, liquidate Property as it deems appropriate with respect to the pledge, and fully recover any legal costs it incurs in this regard as Expenses, and shall be fully discharged with respect to any such liquidation and payment to the creditor of the loan or other indebtedness.

- **15. Debit Balances.** If the Account has a cash deficit, the Holder authorizes the Trustee or the Agent to determine which Property to select and to sell such Property to cover such cash deficit. The Trustee is prohibited from borrowing money or other property for the purposes of the Account.
- 16. Distributions. Subject to any limit on the frequency of Distributions or to any minimum Distribution requirement identified in the Application or other notice given under the terms of this Trust Agreement, and to the deduction of all Expenses and Taxes, the Holder may, at any time and upon 60 days' notice or such shorter period as the Agent in its sole discretion permits, request that the Agent liquidate part or all of the Property and pay to the Holder an amount from the Property not exceeding the value held under the Account immediately before the time of payment. No one other than the Holder and the Trustee and their heirs, representatives and assigns as set out under paragraph 35 shall have rights under the Account relating to the amount and timing of Distributions.

17. Successor Holder and Beneficiary Designation. Subject to

Applicable Laws, the Holder may designate (a) a Spouse as successor holder of the Account; or (b) one or more beneficiaries to receive the Proceeds on the Holder's death. A designation may only be made, changed or revoked (a) in a format acceptable to the Agent, signed by the Holder; or (b) by the Will and, in either case, delivered to the Agent prior to the Proceeds being paid from the Account. If the designation is made by Will, the Agent only will accept such designation to be recorded in the records of the Account as part of the Estate Documents to be provided after the death of the Holder and not earlier. The Holder acknowledges that it is his or her sole responsibility to ensure that a designation is valid under the Applicable Laws and that the Account records of the Agent do not conflict with any designation made by the Holder under the Account.

18. Death of Holder. Upon receipt of satisfactory evidence of the

- Holder's death and provided the Survivor is the successor holder of the Account, the Trustee will continue to hold the Property for such successor holder as Holder of the Account. If there is no successor holder, then the Trustee will hold the Property for payment in a lump sum to the beneficiary or beneficiaries designated by the Holder if living at the time of the Holder's death or if the Holder has not validly designated a beneficiary or if the designated beneficiary or beneficiaries has or have all predeceased the Holder, the Trustee will hold the Property for payment to the Holder's estate. If the Holder has designated more than one beneficiary and the Holder has not indicated how the Proceeds are to be shared among them or the shares do not add up to 100%, then the Proceeds shall be divided equally among the validly designated beneficiaries who were living at the time of the Holder's death. In any case, the Proceeds will be paid subject to Applicable Laws and paragraph 17. and only after the Agent receives the Estate Documents and all releases that the Trustee or Agent request. The Trustee and the Agent will be fully discharged hereunder by the payment of the Proceeds even if a beneficiary designation made by the Holder is invalid as a testamentary instrument or under the laws of the jurisdiction where the Holder is domiciled at death.
- 19. Release of Information. The Trustee and the Agent each are authorized to release any information about the Account and the Proceeds, after the Holder's death, if the Holder has pledged his or her interest or right in the Account as security for a loan or other indebtedness or where there is to be a transfer to the Spouse's TFSA pursuant to paragraph 26, the Beneficiary, the Holder's Estate Representative, the creditor or the Spouse, as the Trustee deems advisable.

- **20. Payment into Court.** If there is a dispute about:
- (a) a payout from the Account or equalization of Property or other dispute arising from a breakdown of the Holder's marriage or common-law partnership;
- (b) the validity or enforceability of any legal demand or claim made against the Property: or
- (c) the authority of a person or personal representative to apply for and accept receipt of the Account Proceeds on the Holder's death,

Royal Bank and the Trustee are entitled to either apply to the court for directions or pay the Account Proceeds into court and, in either case, fully recover any legal costs they incur in this regard as Expenses from the Account.

- 21. Limitation of Liability. The Trustee shall not be liable for any loss suffered by the Account, by the Holder or by any Survivor or beneficiary designated for purposes of the Account as a result of the purchase, sale or retention of any investment including any loss resulting from the Trustee acting on the direction of the agent appointed by the Holder to provide investment direction.
- 22. Indemnity. The Holder agrees to indemnify the Trustee, the Agent and the Investment Agent, as applicable, for all compensation, Expenses, and Taxes, other than those Taxes for which the Trustee is liable in accordance with the Tax Act and that cannot be charged against or deducted from the Property in accordance with the Tax Act, incurred or owing in connection with the Account to the extent that such compensation, Expenses, and Taxes cannot be paid out of the Property.
- 23. Self-Dealing. The Trustee's services are not exclusive and, subject to the limitations otherwise provided in this Trust Agreement on the powers of the Trustee, the Trustee may, for any purpose, and is hereby expressly authorized from time to time in its sole discretion to, appoint, employ, invest in, contract or deal with any individual, firm, partnership, association, trust or body corporate, with which it may be directly or indirectly interested or affiliated with, whether on its own account or on the account of another (in a fiduciary capacity or otherwise), and to profit therefrom, without being liable to account therefore and without being in breach of this Trust Agreement.
- 24. Compensation, Expenses and Taxes. The Trustee and Agent will be entitled to such reasonable fees as each may establish from time to time for services rendered in connection with the Account. All such fees will, unless first paid directly to the Agent, be charged against and deducted from the Property in such manner as the Agent or Trustee determines.

All Expenses incurred shall be paid from the Account. For greater certainty, in the event of any third party demands or claims made against the Account of any kind, both the Trustee and the Agent are entitled to fully pay any Expenses incurred by them in this regard as Expenses.

All Taxes, other than those Taxes for which the Trustee is liable and that cannot be charged against or deducted from the Property in accordance with the Tax Act, will be charged against and deducted from the Property in such manner as the Agent determines.

25. Sale of Property. The Trustee and Agent may sell Property in their respective sole discretion for the purposes of paying compensation, Expenses, and loans or other indebtedness including, for greater certainty, their own compensation and Taxes, other than those Taxes for which the Trustee is liable in accordance with the Tax Act.

- **26. Transfers to the Account.** Amounts may be transferred to the Account from another TFSA of the Holder, or of the Spouse or Former Spouse where:
- (a) the Holder and the Spouse or Former Spouse are living separate and apart and the transfer is made under a decree, order or judgment of a competent tribunal or under a written separation agreement, relating to the division of property between the Holder and the Spouse or Former Spouse in settlement of rights, arising out of, or on the breakdown of, their marriage or common-law partnership; or
- (b) the Holder is the Spouse's survivor and the transfer occurs as a result of an exempt contribution (as that term is defined in the Tax Act).

In the alternative, the Holder may request a Distribution to give to his or her Spouse or Former Spouse in order that the Spouse or Former Spouse make a contribution to their own tax-free savings account under Applicable Laws.

- 27. Transfers out of the Account. Upon delivery to the Agent of a direction from the Holder in a form satisfactory to the Trustee and subject to any applicable Account Agreement governing the Property, the Trustee shall transfer all or a portion of the Property as is specified in the direction:
- (a) to another TFSA of the Holder; or
- (b) to a TFSA of the Spouse or Former Spouse where the Holder and the Spouse or Former Spouse are living separate and apart and the transfer is made under a decree, order or judgment of a competent tribunal or under a written separation agreement, relating to the division of property between the Holder and the Spouse or Former Spouse in settlement of rights, arising out of, or on the breakdown of, their marriage or common-law partnership.
- 28. Changes to Trust Agreement. The Trustee may change this Trust Agreement periodically. The Holder will be notified on how to obtain an amended copy of the Trust Agreement reflecting any such change and will be deemed to have accepted such changes. No change to this Trust Agreement (including a change calling for the Trustee's resignation as trustee or the termination of the trust created by this Trust Agreement) will be retroactive or result in the Account not being acceptable as a TFSA under the Applicable Laws.

#### 29. Replacement of Trustee.

- (a) The Trustee may resign by giving such notice to the Agent as may be required from time to time under the terms of an agreement entered into between the Agent and the Trustee. The Holder will be given at least 30 days prior notice of such resignation. On the effective date of such resignation, the Trustee will be discharged from all further duties, responsibilities, and liabilities under this Trust Agreement, except those incurred before the effective date. The Trustee will transfer all Property, together with all information required to continue the administration of the Property as a tax-free savings account under the Applicable Laws, to a successor trustee.
- (b) The Trustee has agreed to resign upon it being provided with notice in writing by the Agent if the Trustee is satisfied that the successor trustee nominated by the Agent will properly assume and fulfill the Trustee's duties and liabilities hereunder in respect of the administration of the Account.

- (c) In either event, the Agent shall forthwith nominate a person to replace the Trustee and the resignation of the Trustee shall not take effect until its replacement has been so nominated by the Agent and appointed as successor by the Trustee and approved by Canada Revenue Agency or its successor. Failing the nomination of a replacement by the Agent within 30 days after receipt by it of a notice of resignation, the Trustee shall be entitled to appoint a person as its own replacement.
- (d) Upon any such appointment and resignation of the Trustee, the person so appointed as replacement trustee shall, without further act or formality, be and become the Trustee hereunder. Such replacement trustee shall, without any conveyance or transfer, be vested with the same power, rights, duties and responsibilities as the Trustee and with the assets of the Account as if the replacement trustee had been the original Trustee. The Trustee shall execute and deliver to the replacement trustee all such conveyances, transfers and further assurances as may be necessary or advisable to give effect to the appointment of the replacement trustee.
- (e) Any person appointed as a replacement trustee shall be a corporation resident in Canada that is licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada the business of offering to the public its services as trustee.

Any trust company resulting from the merger or amalgamation of the Trustee with one or more trust companies and any trust company that succeeds to substantially all of the trust business of the Trustee shall thereupon become the successor to the Trustee without further act or formality. In all such cases, Canada Revenue Agency or its successor shall be notified.

- 30. Assignment by Agent. The Agent may assign its rights and obligations hereunder to any other corporation resident in Canada authorized to assume and discharge the obligations of the Agent hereunder and under the Applicable Laws.
- **31. Notice.** Any notice given by the Holder to the Agent shall be sufficiently given if delivered electronically to the Agent upon the Holder's receipt of an acknowledgement or response to same or if mailed, postage prepaid and addressed to the Agent at P.O. Box 6001, Montreal, Quebec H3C 3A9, or if provided by the Holder to the Agent in such other form that is acceptable to the Agent or Trustee and shall be considered to have been given on the day that the notice is actually delivered to or received by the Agent.

Any notice, statement, receipt or other communication given by the Trustee or the Agent to the Holder shall be sufficiently given if delivered electronically or personally to the Holder, or if mailed, postage prepaid and addressed to the Holder at the address shown on the Application or at the Holder's last address given to the Trustee or the Agent, and any such notice, statement, receipt or other communication shall be considered to have been given at the time of delivery to the Holder electronically or personally or, if mailed, on the fifth day after mailing to the Holder.

- **32. Date of Birth.** The Holder's statement of his or her date of birth in the Application shall be deemed to be a certification as to the Holder's age, on which the Trustee and the Agent may rely, and an undertaking to provide any further evidence of proof of age as may be required by the Agent.
- **33. Contribution While Holder Is a Minor.** Where the Holder makes a Contribution to the Account prior to the Holder having attained

the age of majority in accordance with the Applicable Laws, the Holder will execute a ratification of the Application and all transactions made by the Holder in respect of the Account upon reaching the age of majority.

- **34. SIN and Address of Holder.** The Trustee shall be entitled to rely upon the Agent's records as to the social insurance number, and to the current address of the Holder as establishing his or her residency and domicile for the operation of the Account and its devolution on the death of the Holder subject to any written notice to the contrary respecting the Holder's domicile on death.
- 35. Heirs, Representatives and Assigns. The terms of this Trust Agreement shall be binding upon the heirs, Estate Representatives, attorneys, committees, guardians of property, other legal and personal representatives ("Representative"), and assigns of the Holder and upon the respective successors and assigns of the Trustee and the Agent and their directors, officers, employees, and agents, as well as their respective estates, Estate Representatives, heirs, attorneys, committees, guardians of property, other legal and personal representatives, and assigns. For further clarification, a Representative of a living Holder may open an Account on behalf of a Holder if otherwise permitted by Applicable Laws to do so and, in particular, the Holder will continue to be the Holder of the Account notwithstanding the appointment of the Representative. The Representative may make Contributions, give instructions and otherwise exercise the rights of the Holder in accordance with any powers given by the Holder and in accordance with Applicable Laws.
- **36. Language.** The Holder has expressly requested that this Trust Agreement and all related documents, including notices, be in the English language. Le titulaire a expressément demandé que cette Convention de fiducie et tous documents y afférents, y compris tout avis, soient rédigés en langue anglaise. (Quebec only/Québec seulement)
- **37. Interpretation.** Unless the context requires otherwise, any terms or provisions importing the plural shall include the singular and vice versa.
- **38. Governing Law.** This Trust Agreement and the Account shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

The Holder expressly agrees that any action arising out of or relating to this Trust Agreement or the Account shall be filed only in a court located in Canada and the Holder irrevocably consents and submits to the personal jurisdiction of such court for the purposes of litigating of any such action.

- **39. Collection and Use of Information.** The Agent may from time to time collect financial and other information about the Holder such as:
- information establishing the Holder's identity (for example, name, address, phone number, date of birth, etc.) and the Holder's personal background;
- information related to transactions arising from the Holder's relationship with and through the Agent, and from other financial institutions;
- information the Holder provides on an application for any of the Agent's products and services;
- information for the provision of products and services; and
- information about financial behaviour such as the Holder's payment history and credit worthiness.

The Agent may collect and confirm this information during the course of the relationship with the Holder. The Agent may obtain this information from a variety of sources, including from the Holder, from service arrangements the Holder makes with or through the Agent, from credit reporting agencies and financial institutions, from registries, from references the Holder provides to the Agent and from other sources, as is necessary for the provision of the Agent's products and services.

The Holder acknowledges receipt of notice that from time to time reports about the Holder may be obtained by the Agent from credit reporting agencies.

The Holder's personal information may be used from time to time for the following purposes:

- to verify the Holder's identity and investigate the Holder's personal background;
- to open and operate the Holder's Account and provide the Holder with products and services the Holder may request;
- to better understand the Holder's financial situation;
- to determine the Holder's eligibility for products and services the Agent offers;
- to help the Agent better understand the current and future needs of the Agent's clients;
- to communicate to the Holder any benefit, feature and other information about products and services the Holder may have with the Agent;
- to help the Agent better manage its business and the Holder's relationship with the Agent;
- to maintain the accuracy and integrity of information held by a credit reporting agency; and
- as required or permitted by law.

For these purposes, the Agent may:

- make this information available to the Agent's employees, the Agent's agents and service providers, who are required to maintain the confidentiality of this information;
- share this information with other financial institutions; and
- give credit, financial and other related information to credit reporting agencies who may share it with others.

In the event the Agent's service provider is located outside of Canada, the service provider is bound by, and the information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located.

Upon the Holder's request, the Agent may give this information to other persons.

The Agent may also use this information and share it with RBC companies (i) to manage the Agent's risks and operations and those of RBC companies, (ii) to comply with valid requests for information about the Holder from regulators, government agencies, public bodies or other entities who have a right to issue such requests, and (iii) to let RBC companies know the Holder's choices under "Other uses of the Holder's personal information" for the sole purpose of honouring the Holder's choices.

As the Agent has the Holder's social insurance number, the Agent may use it for tax related purposes and share it with the appropriate government agencies, and the Agent may also share it with credit reporting agencies as an aid to identify the Holder.

### Other uses of the Holder's personal information

- The Agent may use this information to promote the Agent's products and services, and promote products and services of third parties the Agent selects, which may be of interest to the Holder. The Agent may communicate with the Holder through various channels, including telephone, computer or mail, using the contact information the Holder has provided.
- The Agent may also, where not prohibited by law, share this
  information with RBC companies for the purpose of referring
  the Holder to other RBC companies or promoting to the
  Holder products and services which may be of interest to the
  Holder. The Agent and RBC companies may communicate
  with the Holder through various channels, including
  telephone, computer or mail, using the contact information
  the Holder has provided. The Holder acknowledges that as a
  result of such sharing other RBC companies may advise the
  Agent of those products or services provided.
- If the Holder also deals with RBC companies, the Agent may, where not prohibited by law, consolidate this information with information other RBC companies have about the Holder to allow the Agent and any of the RBC companies to manage the Holder's relationship with RBC companies and the Agent's business.

The Holder understands that the Agent and RBC companies are separate, affiliated corporations. RBC companies include the Agent's affiliates which are engaged in the business of providing any one or more of the following services to the public: deposits, loans and other personal financial services; credit, charge and payment card services; trust and custodial services; securities and brokerage services; and insurance services.

The Holder may choose not to have this information shared or used for any of these "Other uses" by contacting the Agent as set out below, and in this event, the Holder will not be refused credit or other services just for that reason. The Agent will respect the Holder's choices and, as mentioned above, the Agent may share the Holder's choices with RBC companies for the sole purpose of honouring the Holder's choices regarding "Other uses of the Holder's personal information."

#### The Holder's right to access his or her personal information

The Holder may obtain access to the information the Agent holds about the Holder at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law. To request access to such information, to ask questions about the Agent's privacy policies or to request that the information not be used for any or all of the purposes outlined in "Other uses of the Holder's personal information" the Holder may do so now or at any time in the future by:

- contacting the Holder's branch; or
- calling the Agent toll free at 1-800 ROYAL®1-1 (1-800-769-2511).

#### The Agent's privacy policies

The Holder may obtain more information about the Agent's privacy policies by asking for a copy of the Agent's "Financial fraud prevention and privacy protection" brochure, by calling the Agent at the toll free number shown above or by visiting the Agent's web site at www.rbc.com/privacysecurity.



## RBC Royal Bank

TFSA Trust Agreement – February 2013

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