

**1. Scope and Applicability**

1.1 The terms set out in this document apply to the following services provided by RBCIS to clients contracted for services with RBC Investor Services Trust, London branch (“RBCIS”):

(a) Securities Lending - RBCIS operates a securities lending agency program (the “Program”) under which clients appoint RBCIS as agent lender and authorise RBCIS to lend their securities to approved borrowers in accordance with the terms of the securities lending agency agreement agreed to between the client and RBCIS;

(b) Cash Sweep - RBCIS provides clients with daily automated sweeping of custody cash balances to client selected third party money market funds)

(the services described above are collectively referred to herein as the “Services”),

and shall take effect the first date that RBCIS provides the Services to you following receipt of this document, which shall be deemed acceptance of the terms set out herein.

1.2 RBCIS provides regulated services in the United Kingdom (UK) through RBC Investor Services Trust, London branch which is the London branch of a trust company incorporated under the laws of Canada with its UK address at Riverbank House, 2 Swan Lane, London EC4R 3BF, UK. The trust company is authorised and regulated by the Office of the Superintendent of Financial Institutions of Canada and is authorised in the UK by the Prudential Regulation Authority. RBC Investor Services Trust, London branch is regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Details about the extent of RBCIS’ regulation by the Prudential Regulation Authority are available from RBCIS on request.

**2. Definitions and Interpretation**

2.1 In this document, the following terms have the following meanings:

(a) “**Applicable Regulations**” means, at any time, with respect to the parties any law, statute, ordinance, decree, requirement, directive, order, judgment, treaty, rule, guideline, bulletin, license, permit, code or regulation

having the force of law, or with which it is customary or prudent for a party to comply, and any applicable determination, interpretation, ruling, order or decree, of an Applicable Regulator or arbitrator, which is legally binding upon such party at such time;

(b) “**Applicable Regulator**” means each of the FCA, PRA, ESMA or other relevant regulatory authority regulating RBC Investor Services Trust (UK Branch) in any jurisdiction (whether in the UK, EU, EEA or Third Country or transnational);

(c) “**Custody Agreement**” means and refers to the custody agreement agreed to between you and RBCIS (as amended, restated, supplemented or replaced from time to time);

(d) “**ESMA**” means the European Securities and Markets Authority;

(e) “**FCA**” means the Financial Conduct Authority with its address at 12 Endeavour Square, London, E20 1JN;

(f) “**FCA Rules**” means the FCA’s Handbook of Rules and Guidance;

(g) “**Financial Instruments**” has the meaning given to it in MiFID2;

(h) “**MiFID 2**” means Directive 2014/65/EU on markets in financial instruments;

(i) “**MiFIR**” means Regulation (EU) 600/2014 on markets in financial instruments;

(j) “**Multilateral Trading Facility**” or “**MTF**” means a multilateral system, operated by an investment firm or a market operator, which brings together multiple third-party buying and selling interests in financial instruments – in the system and in accordance with non-discriminatory rules – in a way that results in a contract in accordance with Title II of MiFID 2;

(k) “**Organised Trading Facility**” or “**OTF**” means a multilateral system which is not a Regulated Market or an MTF and in which multiple third-party buying and selling interests in bonds, structured finance products, emission allowances or derivatives are able to interact in the system in a way that results in a contract in accordance with Title II of MiFID 2;



- 
- (l) **“PRA”** means the Prudential Regulation Authority;
- (m) **“Regulated Market”** means a multilateral system operated and/or managed by a market operator, which brings together or facilitates bringing together of multiple third-party buying and selling interests in financial instruments – in the system and in accordance with its non-discriminatory rules – in a way that results in a contract, in respect of the financial instruments admitted to trading under its rules and/or systems, and which is authorised and functions regularly and in accordance with Title III of MiFID 2;
- (n) **“Securities Lending Agency Agreement”** means and refers to the securities lending agency agreement agreed to between you and RBCIS (as amended, restated, supplemented or replaced from time to time) pursuant to which RBCIS provides the Services;
- (o) **“Specific Terms”** means and refers to any separate terms agreed between you and RBCIS as governing a specific product or service, including but not limited to the Securities Lending Agency Agreement and the Custody Agreement;
- (p) **“Third Country”** means a jurisdiction which is not a member state of the European Economic Area; and
- (q) **“Trading Venue”** means a Regulated Market, a MTF or an OTF.
- 1.2 The terms of this document are intended to supplement any Specific Terms. If there is a conflict between the terms of this document and such Specific Terms, such Specific Terms will prevail.
2. **Specific Terms for the Services**
- 2.1 **Securities Lending Agency Agreement**
- (a) Each client negotiates and enters into a Securities Lending Agency Agreement with RBCIS pursuant to which RBCIS and you agree on the parameters under which RBCIS is authorised to lend your securities. These parameters include: (i) approved borrowers; (ii) acceptable types of collateral; (iii) procedure for recalling loaned securities or terminating loans; (iv) fee arrangements; and (v) available reporting.
- (b) RBCIS offers to clients, as a term of the Securities Lending Agency Agreement, an optional borrower default indemnity to mitigate certain counterparty default risk. You should be aware that there is a cost for accepting this indemnity which may affect the amount that clients receive under the Securities Lending Agency Agreement.
- 2.2 **Custody Agreement**
- (a) RBCIS provides Cash Sweep services to you pursuant to an authorised instruction given by you to RBCIS under the terms of your Custody Agreement.
- (b) This document is not intended to cover custody or safekeeping services. To the extent that RBCIS holds any Financial Instruments or funds belonging to you in the course of providing the Services, or otherwise provides any custody or safekeeping services to you, the terms of such services (including but, not limited to, any relevant information or disclosures required under MiFID 2) are set out in your Custody Agreement.
3. **FCA Client Classification**
- 3.1 RBCIS has notified you separately of whether you will be treated as a "professional client" or "eligible counterparty" for the purposes of the FCA Rules. You have the right to request a different client categorisation from the one notified to you. If you are categorised as an "eligible counterparty", or if you request categorisation as an "eligible counterparty" and RBCIS agrees to such categorisation, RBCIS will not be required by Applicable Regulations to provide certain protections granted to "professional clients", including (but not limited to) the requirements: (i) to act in accordance with your best interests; (ii) not to give or receive inducements other than those fees, commissions or non-monetary benefits paid, provided or received in accordance with FCA rules on inducements; (iii) to achieve best execution in respect of your orders, where applicable; and (iv) to ensure that marketing information is clearly identifiable as such. However, notwithstanding the absence of Applicable Regulations, RBCIS will



endeavour to provide a service which is overall effective and commercially reasonable. If you request to be categorised as a retail client thereby requiring a higher level of regulatory protection RBCIS may not be able to provide services to you. You acknowledge and agree that you are responsible for keeping RBCIS informed about any change that could affect your categorisation.

**4. Suitability and Appropriateness**

(a) You acknowledge and agree that RBCIS will not be making any personal recommendation to you, or advising you on the merits of, the Services. For the avoidance of doubt, RBCIS is not required to assess the suitability of any aspect of the Services provided or offered and you will therefore not benefit from the protection of the FCA Rules on suitability assessments. For any investment services or transactions, or types of transaction or product for which you are categorised as a professional client under the FCA Rules, RBCIS will assume that you have the necessary experience and knowledge in order to understand the risks involved in relation to those services or transactions, and therefore that they are appropriate for you. The merits or suitability of the Services to your particular situation will be determined by you seeking independent advice where necessary in light of your own investment objectives, including consideration of the legal, tax, accounting, regulatory, financial and other related aspects thereof. You will take any decisions required in respect of the Services in reliance on your own judgment. In particular, RBCIS owes no duty to you (except as required by Applicable Regulations) to exercise any judgment on your behalf as to the merits or suitability of participating in the Program or engaging RBCIS to provide the Services.

**5. Communications**

(a) You consent to receiving all Services in the English language. Further, all documents instruction, notice or other communication sent or received between the parties shall also be written in the English language.

(b) Subject to the provision below, unless advised otherwise in writing, all notices, instructions, and other communications related to the Services, including but not

limited to, reporting will be delivered in the manner described in the Specific Terms.

(c) RBCIS may be required from time to time to provide you with certain information in a “durable medium” pursuant to Applicable Regulations. Such information may include information relating to RBCIS and its services, the nature and risks of certain financial instruments, safeguarding of financial instruments and holding of client money, costs and associated charges and RBCIS’ best execution policy. You consent to the provision by RBCIS of such information where not personally addressed to you (and where permitted by Applicable Regulations) by means of a website.

(d) RBCIS is authorized to record telephone conversations, keep records of electronic communications, and to maintain all accounts, records, registers, corporate books, correspondence and other documents pertaining to you in connection with the Services on electronic records or otherwise and to produce, at any time during the course of legal proceedings, physical copies or reproductions of these documents or conversations as judicial evidence. A copy of any recorded telephone conversation and a copy of any electronic communication record will be available on request for a period of five years and, where requested by a relevant Applicable Regulator, for a period of up to seven years.

**6. Reporting**

6.1 RBCIS will provide you, in a durable medium, with reports on the Securities Lending Services provided to you. For Securities Lending, loan reports will include for each loan of securities from your accounts, details of the securities lent, borrower, loan value, fee rate, days outstanding, loan currency and collateral reports will include details of the instrument(s) held as collateral for each loan and the market value of such collateral.

6.2 If applicable, RBCIS will, in accordance with Applicable Regulations, provide you with confirmations (each a “Confirmation”) when required. Confirmations may be delivered to you by electronic mail or fax to the e-mail address or fax number that RBCIS has on record for you or RBCIS



may make Confirmations available to you through its online portal. Confirmations shall, in the absence of manifest error, be conclusive and binding on you; unless RBCIS receives an objection in writing from you within one business day after RBCIS sends the Confirmation to you.

**7. Inducements and Costs and Charges**

- (a) In respect of the Services, RBCIS may obtain from and keep or pay to third parties (including affiliates) fees, commissions and other monetary and non-monetary benefits in connection with the Services provided, where permitted by Applicable Regulations.
- (b) The amount or basis of any fee, commission or other benefit received by RBCIS from such a third party or paid by RBCIS to such a third party in connection with the Services, and the amount or basis of any charges shared with a third party, will be disclosed to you prior to such an arrangement taking place, and such disclosure may be in summary form only. Further details will be available upon request.
- (c) You agree that RBCIS may in certain circumstances and where permitted by Applicable Regulations, provide you with limited information on costs and charges than would otherwise be required. Upon request, RBCIS will also provide you with an itemized breakdown of such costs and charges.
- (d) We shall provide you separately with appropriate information with regard to costs and charges related to the provision of the Cash Sweep services. With respect to Securities Lending services, the Securities Lending Agency Agreement states the percentage of all lending fees that RBCIS is entitled to retain, as aggregate costs and charges, from which RBCIS pays all its costs and out-of-pocket expenses incurred. Client costs and charges are only assessed when securities are loaned to securities borrowers and the cash amount payable to RBCIS as lending fees varies depending on the amount of securities loaned and the period of the loan.

**8. Execution of Orders**

- (a) Where the Services involve execution of transactions in Financial Instruments, such

transactions will be executed in accordance with RBCIS' Best Execution Policy, information on which has been provided to you in the form of RBCIS' Information on the Best Execution Policy. RBCIS will provide you with best execution in accordance with the terms of the Best Execution Policy and you agree to your orders being executed in accordance with the terms of the Best Execution Policy. You will be deemed to provide such consent when a transaction is executed on your behalf. RBCIS is also obliged to obtain your prior express consent before RBCIS executes an Order outside of a Trading Venue in an instrument traded on a Trading Venue. The Client Consents Letter that you will have been provided explains how you can provide this consent.

**9. Conflicts of Interest**

- (a) RBCIS forms part of a major banking group. It is therefore possible that RBCIS or another member of the RBC Group or one of their officers, employees, representatives or agents or another client of the RBC Group may have interests, relationships and/or arrangements that give rise to conflicts of interest between RBCIS and you or between the interests of one client and another. RBCIS has established a conflicts of interest policy, information on which has been provided to you in the form of RBCIS' Information on the Conflicts of Interest Policy, and implemented procedures and arrangements to identify, prevent and manage such conflicts.
- (b) Without limiting the generality of the foregoing, RBCIS may provide the Services to another member of the RBC Group and may engage another member of the RBC Group as a borrower in the Program. RBCIS confirms that it has adopted and implemented procedural safeguards to help ensure that: (i) all actions taken by RBCIS are effected at "arms-length" terms, including fees and rates, and (ii) there is a segregation of duties between the front office and middle office operational functions in respect of the negotiation and settlement of loans and management of collateral.
- (c) You acknowledge that RBCIS acts as securities lending agent for other clients of RBCIS and



other members of the RBC Group and that loan requests by borrowers are fulfilled through aggregation of securities of multiple clients. While RBCIS applies reasonable and equitable methods of allocating securities lending opportunities among its clients, RBCIS cannot assure you that any amount or percentage of your securities will in fact be loaned to borrowers and such allocation may, on occasion, work to your disadvantage.

**10. Complaints and Compensation**

- (a) RBCIS has internal procedures for handling complaints fairly and promptly. You may submit a complaint to RBCIS, for example by letter, telephone, e-mail, or in person. You should contact RBCIS to request further details regarding RBCIS's complaints procedures. You may also have the right to contact the Financial Ombudsman Service directly using the following address 'The Financial Ombudsman Service, Exchange Tower, London E14 9SR; by email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) or by telephone: 0800 023 4567 or 0300 123 9 123. Further information on the Financial Ombudsman Service may be found on their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).
- (b) RBCIS is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if RBCIS cannot meet its obligations. This depends upon the type of client, business and the circumstances of the claim. Most types of investments are covered; the current maximum level of compensation that can be claimed against firms declared in default is £50,000 per person per firm. In the case of deposits these are fully covered up to a maximum limit of £85,000 per eligible claim. Further information about compensation arrangements is available from the Financial Services Compensation Scheme. Protection under the Financial Services Compensation Scheme may not be available where the Client is dealing with an associated firm that is not regulated by the FCA.

