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Thank you for choosing Phillips, Hager & North Investment Funds Ltd. (hereinafter referred to as “PH&N Investment Services”, “us”, “we” or “our”). This Agreement provides important information about the account that one or more account holder(s) (hereinafter referred to as “you” or “your”) hold with PH&N Investment Services, including, details on how we operate your account, the terms of your agreement with us, our policies and procedures as well as our commitment to protecting your privacy.

If you have any questions about this Agreement or your account, please contact any Investment Funds Advisor by phone, email or using the information below.

Telephone: 1-800-661-6141
 Facsimile: 1-800-666-9899
 Website: www.phn.com
 Email: info@phn.com

PH&N Investment Services

Waterfront Centre
 200 Burrard Street, 20th Floor
 Vancouver, BC V6C 3N5

In consideration of PH&N Investment Services agreeing to open and operate an account for you, you hereby agree as follows:

ABOUT PH&N INVESTMENT SERVICES

- 1.1 Phillips, Hager & North Investment Funds Ltd. is a registered mutual fund dealer with the securities regulatory authorities in all provinces and territories in Canada and a member of the Mutual Fund Dealers Association (the “MFDA”).
- 1.2 PH&N Investment Services is a trade name used by Phillips, Hager & North Investment Funds Ltd., the principal distributor of PH&N Funds.
- 1.3 We distribute a large range of PH&N Funds and RBC Funds®. For further details on the series of mutual funds we offer, please see Schedule V – Relationship Disclosure Document.
- 1.4 RBC Global Asset Management (“RBC GAM”) is the manager of RBC Funds and PH&N Funds, as well as the administrator and agent for The Royal Trust Company (“Royal Trust”), the trustee of PH&N Investment Services registered plans. We only distribute units of mutual funds that are managed by RBC GAM.
- 1.5 We are an indirect wholly-owned subsidiary of Royal Bank of Canada (“RBC”). This means that we are a separate legal entity that is affiliated with RBC and affiliated with a number of other entities related to RBC, any of which may provide services to your account or to the mutual funds held within your account. These entities include but are not limited to the following: RBC GAM, Royal Trust Corporation of Canada/Royal Trust, Royal Mutual Funds Inc. and RBC Dominion Securities Inc.

ABOUT THIS AGREEMENT

- 2.1 **General Account Agreement.** This Agreement is effective as of the date of your account opening and continues to apply if: (a) your account is temporarily closed; (b) we give your account a different account number; (c) there is more than one account holder; or (d) any account holder is a corporation or other entity.

When you sign one of our account application forms to open an account, you confirm that the information you have provided is true, complete and accurate and you confirm that you have read, understand and agree to the terms set out in this Agreement.

- 2.2 **Schedules.** The following schedules are included in and form part of this entire Agreement:

- Schedule I: Collection and use of information
- Schedule II: Automated services
- Schedule III: Client complaint information
- Schedule IV: Fee-based account terms and conditions
- Schedule V: Relationship disclosure document

Any schedules we add in the future will also form part of this Agreement. This Agreement and the forms you signed are governed by and interpreted according to the laws of the Canadian jurisdiction where you lived when the account was opened.

- 2.3 **Entire Agreement.** The terms in this Agreement, Schedules and in any applicable account application form constitute the entire agreement with respect to your account and supersede any other oral or written agreements.
- 2.4 **Amendments.** We may change any term of this Agreement by giving you at least 30 days’ notice in writing. We will assume that you agree to such changes if you continue to use your account or to hold mutual funds in your account once the change is effective.
- 2.5 **Assignments.** You cannot assign this Agreement to any other party without our prior written consent. However, we may assign this Agreement, provided that we have provided you with prior written notice and full details of the assignment. This Agreement binds you as well as your heirs, executors, administrators, successors and any party to whom this Agreement has been properly assigned.

- 2.6 **Severability.** If any term of this Agreement is invalid or cannot be enforced, the rest of this Agreement will remain in full force and effect.
- 2.7 **Waiver.** No action taken by us, or any failure to take any action or exercise any right, remedy or power available to us under this Agreement or otherwise shall be deemed to constitute a waiver or other modification of any of our rights, remedies or powers. The waiver of any of our rights at any point will not prevent us from enforcing those rights at any point in the future.
- 2.8 **Termination.** This Agreement will end when: (a) all mutual funds held in your account are redeemed or transferred and your account is closed; (b) you give us notice of termination in writing and we acknowledge such notice, which shall not be unreasonably withheld or delayed; or (c) we give you notice of termination in writing. At the time of termination of this Agreement or the closure of your account, all outstanding fees, charges and commissions will be immediately due and payable by you.

ABOUT YOUR ACCOUNT

- 3.1 **Nature of Advisory Relationship.** Although you may rely on the advice we provide to you, you are ultimately responsible for making your own investment decisions. We are responsible for ensuring that all of your transactions are suitable based on your stated investment needs and objectives, your risk tolerance, and your personal and financial circumstances using the information that you have provided to us upon account opening and the information you update us with periodically.
- 3.2 **Account Information.** You agree to notify us as soon as possible of any changes to the information you have provided to us, including your name, address, investment objectives, risk tolerance, time horizon and other relevant personal or financial information. It is important for us to have accurate account information on file so that we can better understand your financial needs and determine what investments are suitable for you. In addition, if you do not tell us about a change, statutory obligations relating to unclaimed property in certain Canadian jurisdictions may apply. Please refer to the Unclaimed Property section of the Agreement below for further information.
- 3.3 **Account Instructions.** You as account holder are the only person who can give us instructions on, or receive information about your account, unless you advise us otherwise. We may at our discretion honour instructions purporting to be from you that are given in person, by telephone or through an Automated Service. For corporate accounts, the identified authorized signing officer(s) is/are the only person(s) who can give us instructions on, or receive information about the corporation's account.
- We may record telephone calls for regulatory and client service quality purposes. We will treat any instructions that you give through an Automated Service as correct and reliable.
- 3.4 **Registered Plans.** Registered plans, such as registered retirement savings plans, registered retirement income funds, tax-free savings accounts or registered education savings plans, are governed by an application together with a Declaration of Trust, Trust Agreement or Plan Text, depending on the plan type. Royal Trust is the trustee of the plan, RBC GAM is the agent of the trustee and the administrator or promoter of the plan, and PH&N Investment Services is the investment agent for the mutual funds held within the plan. You are responsible for reading the applicable governing registered plan documents and meeting their terms. The law requires you to provide your social insurance number to open a registered plan. When you open your plan, it is submitted for registration with the Canada Revenue Agency. Any references in this Agreement to "account" also refer to registered plans, where applicable.
- 3.5 **Non-Registered Accounts.** If you hold units of a mutual fund in a non-registered account, you have to include in your annual income for tax purposes any income and capital gains from your investments. Different kinds of income are taxed at different rates.
- 3.6 **Joint Accounts.** If you hold a joint account that is designated as "Any One to Sign," we may accept instructions for the account from you or any of the account holders without notifying any of the other account holders. We may accept these instructions through any channel without verifying them with you.

Each account holder is jointly and severally (in Quebec, solidarily) liable for all of the joint account's debts, obligations and liabilities, including paying fees and charges. If one of the account holders dies, the surviving account holders must immediately notify us. Until we receive this notice, we may carry out orders and treat the account as though all account holders were living. Before or after we receive this notice, we may: (a) ask you for certain documents; (b) restrict trading in the account; or (c) take any other steps we determine are necessary.

For joint accounts opened outside of Quebec, the deceased account holder's share of the account will pass to the surviving account holder(s) once we receive evidence of the death, acceptable to us, and then the surviving account holder(s) will be able to withdraw from and operate the account. The terms of this Agreement will continue to apply to the account.

You irrevocably direct us, upon receipt of a demand from the surviving joint account holder(s) requesting that the mutual funds held in the account be redeemed and paid to the surviving account holder(s), and our receipt of evidence of your death that is acceptable to us, to act in accordance with such request, by removing your name from the joint account, subject to any applicable laws on the period of survivorship. We shall be entitled, although not compelled, to do so without inquiring whether the surviving joint account holder(s) has, as between the surviving joint account holder(s) and your heirs, executors, administrators, assigns or any third party, the beneficial right to the monies so directed and without recognizing any claim of any third parties. If a dispute arises between any of these parties, we will not be liable for any loss, damage or legal costs incurred. None of the foregoing releases you or your estate from any liabilities owing to us and incurred prior to and on your death.

For accounts opened in Quebec, the *Civil Code of Quebec* and other laws will apply if one of the account holders dies.

- 3.7 **Non-Personal Entities.** Corporations, partnerships, investment clubs or other non-personal entities are required by law to provide us with information establishing the ownership, control and structure of the entity when opening an account with us. When signing the account application forms, you confirm that all information provided in this regard is true, complete and accurate in all respects.
- 3.8 **Informal Trust Accounts.** An informal trust account is registered in your name as trustee, on behalf of another person, the beneficiary. The beneficiary is the beneficial owner of the trust. The trustee is responsible for making sure that all investment income and capital gains are properly reported according to the attribution rules in the *Income Tax Act* (Canada). If you have questions about the requirements for reporting investment income, you should contact the Canada Revenue Agency or your own personal tax advisor.
- 3.9 **Unclaimed Property.** If PH&N Investment Services has no record of activity in your account for a period of time as prescribed under applicable legislation, we may be required to undertake reasonable efforts to locate you, the cost of which we are permitted to deduct from your account.
- If we are unable to locate you, we are permitted to do any or all of the following, in our sole discretion:
- (i) where there is applicable legislation respecting unclaimed property and payments, comply with such legislation, including reporting and/or remitting the property within your account to the applicable provincial, territorial or federal authority;
 - (ii) impose a system restraint on your account such that no transfers of mutual funds into or out of the account may be made and no account statements will be mailed, until you have been located and have updated your account information; or
 - (iii) credit the unclaimed mutual funds payable to you into a new account that is opened in your name, provided that all information required to open such account will be the same as the information we have on record for you.

Should the property in your account be fully remitted to the applicable provincial, territorial or federal authority, we shall no longer have any liability or responsibility with respect to your account and it will be closed. You may be able to reclaim the property that was in your account from that authority subject to the prescribed procedures available under applicable legislation.

- 3.10 **Independent Advice.** You are advised to seek independent advice with respect to all tax and legal matters pertaining to your account.

OPERATION OF ACCOUNT

- 4.1 **Non-Residents.** If you temporarily or permanently move outside of Canada, we may not be allowed to accept certain instructions we receive from you, whether by phone, or through an Automated Service, or do business with you. In some cases, we may have to redeem your investments and close your account.

- 4.2 **Refusing Orders.** We may refuse to execute any instructions with respect to your account, including without limitation, all or part of any order to buy, switch or redeem units, whenever we deem it necessary for our protection or for any other purpose and without any obligation to provide you with notice of any such refusal. We must do so by the end of the next business day. If we refuse your order to buy, we will immediately return any money that may have been received for that order or part order.

- 4.3 **Purchases, Switches and Redemptions.** Depending on the type of account that you have with us, you may buy, switch and redeem units of the mutual funds distributed by us by phone, through our website at www.phn.com, or through an Automated Service.

For purchases of mutual funds, you may pay for the purchase by electronic funds transfer from a bank account by giving us your instructions orally or in writing and providing a void cheque for the bank account. You may also make a purchase by providing us with a cheque made payable to "RBC Investor Services Trust".

Units purchased with a non-certified cheque drawn from a Canadian financial institution may not be redeemed for 10 business days following the transaction. Units purchased with a non-certified cheque drawn from a U.S. financial institution may not be redeemed for 30 business days following the transaction. A cheque requiring international clearance will not be accepted for purchase unless it is certified or a banker's draft, issued in Canadian dollars.

- 4.4 **Insufficient Funds.** If your cheque to purchase mutual funds is returned because there is not enough money in your bank account, we will cancel your order and redeem the units, including any units you bought through a switch. If we redeem the units for more than the value they were issued for, the difference will remain in the mutual fund. If we redeem the units for less than the value they were issued for, we will pay the difference to the mutual fund and collect this amount plus the costs of doing so from you.

You agree that in the event of a dishonoured debit purchase, we may charge you a fee for any expenses incurred by us, and we may cancel all debit services.

- 4.5 **Excessive Trading.** We may refuse your order to buy or switch units of mutual funds on any future orders if we determine that you are trading excessively.

- 4.6 **Pre-Authorized Payment Plan.** Our pre-authorized payment plan lets you buy mutual fund units on a regular basis. You will find details about the minimum initial investments and additional investments in the Fund Facts/simplified prospectus that applies to the mutual fund. We will send you a Fund Facts document in advance of your first transaction and subsequently we will send you a confirmation only for the first purchase made under the plan. You are responsible for notifying us of any errors within 60 days of deemed receipt of the confirmation.

You can make changes to or cancel the pre-authorized plan by giving us at least five business days' notice in writing, or by calling us at 1-800-661-6141.

If your payment is returned because there is not enough money in your bank account, we will follow the same process set out in 4.4 above.

- 4.7 **Systematic Withdrawal.** Our systematic withdrawal plan lets you receive monthly, quarterly or semi-annual payments from your account by cheque or by deposit into your bank account. In the event that the payment deposited into your bank account is returned to us, then we, in our sole discretion, may reinvest the proceeds of the payment in additional units of the same mutual fund from which units were redeemed, at the net asset value of the units as of the close of business on the day the payment is reinvested.

If you withdraw more than your investment is earning through the systematic withdrawal plan, you will reduce and eventually use up your original investment.

- 4.8 **Distributions.** Distributions on units held in your PH&N Investment Services registered plan are always reinvested in additional units of the same mutual fund. You can choose to have distributions on units held in non-registered accounts reinvested in additional units of the same mutual fund or you can receive them in cash. You can choose to receive cash distributions by deposit to your bank account or by cheque. We are authorized to reverse or modify any cash distribution payment made to your bank account in order to correct any error in such payment.

Distributions are reinvested at the net asset value at the close of business on the day the distribution is paid. Reinvested distributions are treated as purchases by you and are subject to the terms set forth in this Agreement. There is no charge for reinvesting distributions.

- 4.9 **Cancellations.** You may ask us to cancel any instructions that you have given by telephone or through an Automated Service. However, you acknowledge that we may not receive your cancellation instructions prior to the processing of the transactions, in which case your cancellation request will not be effective.

- 4.10 **Fees.** You agree to pay applicable charges, fees or commissions for operating your account. PH&N Investment Services may change its charges, fees or commissions by giving you at least 30 days' notice in writing. With the exception of the fee-based account, as described in Schedule IV, we receive trailing commissions on the mutual funds you hold with us. You will find additional details regarding fees and costs associated with any particular mutual fund in the Fund Facts/simplified prospectus that applies to the mutual fund.

- 4.11 **Taxes.** Amounts received from investments are taxable according to applicable tax legislation. You should consult with a professional tax and/or legal advisor on all matters relating to your investments.

- 4.12 **Statements and Confirmations.** We will send you a statement of your account at least on a quarterly basis. The statement will include, among other things, your account number and other account details, a summary of your investments along with their market values at the start and the end of the time period covered by the statement, the activity in your account during the period and opening and closing balances.

We will send you a confirmation of every purchase, sale and switch transaction in your account. If you participate in a pre-authorized payment plan, we will send you a confirmation only for the first purchase made under the plan. We will assume your statements and confirmations are complete and accurate. You are responsible for notifying us of any errors within 60 days of deemed receipt of the statement.

- 4.13 **Leveraged Investing.** "Leveraging" is a term used to describe the strategy of borrowing money from any source (such as a loan, line of credit, etc.) for investment purposes. Using borrowed money to finance the purchase of securities involves greater risk than a purchase using cash resources only. If you borrow money to purchase securities, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the securities purchased declines.

- 4.14 **Indemnity and Liability.** PH&N Investment Services and its affiliates are not liable for any losses in your account as a result of: trading in mutual funds, delays in receiving or processing trading instructions or delays in transferring mutual funds or account balances to a third party. This includes any losses due to government restrictions, exchange or market rulings, suspension of trading, periods of abnormal or unusual market activity, wars, strikes or any other events beyond our control.

DISCLOSURES

5.1 **Referral Arrangement.** You may have been referred to PH&N Investment Services by RBC because of your need for investment products or services. RBC provides banking services to its clients, but it is not registered in Canada to provide investment services. PH&N Investment Services is registered as a mutual fund dealer with the securities regulatory authorities in all Canadian provinces and territories.

An employee of RBC may have referred you to PH&N Investment Services because of your need for investment products or services. This employee may receive an incentive for making such referral.

We have a written referral arrangement agreement with RBC. Under this referral agreement, if you purchase mutual funds, products or services from certain RBC employees, a referral fee will be paid by PH&N Investment Services to RBC for referring you.

5.2 **Referral Fees.** If you have been referred to us by an Investment and Retirement Planner (“**IRP**”), a Financial Planner (“**FP**”) or Private Banker, then the referral arrangement set forth below applies.

If you were referred to us by an RBC IRP, we may pay RBC a referral fee of \$50 or a referral fee of 35 basis points (0.35%) on your account assets up to a maximum of \$3,000, if you have a balance of \$15,000 or more in investable assets.

If you were referred to us by an RBC FP, we will pay RBC a referral fee of 12.5 basis points (0.125%) on your account assets up to a maximum of \$15,000 provided that you have a minimum balance of \$50,000 in investable assets.

If you were referred to us by an RBC Private Banker, we will pay RBC a referral fee of the greater of \$250 or 15% of the first year revenue in connection with your account to a maximum of 20 basis points (0.20%) or \$10,000 provided that you have a minimum of \$50,000 in external assets only.

RBC may share a portion of any referral fee that it receives from us with individual representatives of RBC, including the individual who referred you to us. The payment of any referral fee will not increase the fees you pay to us for your account.

5.3 **Referral Arrangement Conflict of Interest.** As a result of a referral arrangement, the RBC employee who refers you to us may have a conflict of interest between his or her own financial interests and your interest in being referred to a PH&N Investment Services Investment Funds Advisor that will provide to you the type of investment services that you have requested. In addition, RBC has a conflict of interest between its own financial interests and your interest in being referred to PH&N Investment Services to provide you the type of investment products or services that you have requested. RBC has policies and procedures that help identify and manage potential conflicts of interest arising from its participation in referral arrangements. Please speak with an Investment Funds Advisor if you would like more information about these policies and procedures.

You acknowledge that (a) you have read and understood the contents of this Referral Arrangement disclosure section; (b) PH&N Investment Services is not responsible for any acts, omissions, statements, or negligence of RBC or RBC employees or officers; (c) you consented to RBC giving your contact information to PH&N Investment Services and to our representatives contacting you by telephone, computer, mail or an Automated Service regarding products and services; (d) we may advise RBC of the products and services provided to you; (e) all services requiring registration under securities laws will be performed by our registered representatives; and (f) you are under no obligation to purchase any product or service as a result of this referral arrangement.

5.4 **Directors and Officers.** PH&N Investment Services, RBC GAM, RBC, Royal Trust and their affiliates and subsidiaries share certain common directors and officers. In our view, there is no reasonable potential for conflict of interest as a result of us having these common directors and officers. However, in the unlikely event of a conflict of interest, all matters will be resolved by the common directors and officers in accordance with their applicable fiduciary and statutory duties as well as internal policies and procedures.

5.5 **Conflicts of Interest.** We have established policies to prevent conflicts of interest when our Investment Funds Advisors sell mutual funds. We apply the RBC Code of Conduct which clearly outlines that our Investment Funds Advisors are to avoid any situation in which their personal interests conflict or appear to conflict with their duties as mutual funds representatives. The guiding policy when conflicts of interest arise is that the client’s interest is paramount.

5.6 **Compliance.** Our compliance officers oversee the distribution of mutual funds and we comply with the rules, policies and procedures developed by the MFDA, to which we are a member, as well as all applicable provincial securities laws.

5.7 **Related and Connected Issuers.** Securities legislation in certain jurisdictions in Canada requires securities dealers and advisors, when they trade in or advise with respect to their own securities or securities of certain other issuers to which they, or certain other parties related to them, are related or connected, to do so only after disclosing to their customers or clients relevant relationships and connections with the issuers of the securities. An issuer of securities is “related” to PH&N Investment Services if, through the ownership of, or direction or control over voting securities, PH&N Investment Services exercises a controlling influence over that issuer, or that issuer exercises a controlling influence over PH&N Investment Services, or the same third party exercises a controlling influence over both PH&N Investment Services and the issuer. An issuer is “connected” to PH&N Investment Services if due to indebtedness or other relationships a prospective purchaser of securities of the connected issuer might question PH&N Investment Services’ independence from the issuer. From time to time, a PH&N Investment Services representative may recommend the securities of certain issuers that are related or connected to PH&N Investment Services, including mutual funds managed by RBC GAM.

CONSENTS

6.1 **Records, Electronic Retention and Destruction of Documents.** Your account documentation may at our discretion be retained by us electronically and the original or originals destroyed. You hereby consent, pursuant to applicable electronic commerce legislation and otherwise, to your account documentation being retained by us solely in electronic form and to the destruction of the original or originals. Our records, and those of any of our affiliates or subsidiaries or any party retained by us to act on our behalf to provide, or to assist us in providing, Automated Services (“**Third Party Service Provider**”) (whether used by them or by us), regarding an account or the Automated Services, including the retrieval, consolidation, organization and presentment of information, records for each instruction are final and conclusive. These records will be admissible in any legal, administrative, regulatory, self-regulatory or other proceeding. Furthermore, electronic data and records will be admissible as conclusive evidence of the content of these records, the accuracy and completeness of the contents, and your agreement to the terms and conditions contained therein, in the same manner as original paper documents. In connection with the foregoing, you consent to and waive any right to object to the use, provision, acceptance, enforcement or introduction into evidence in any proceeding of any electronic data or records.

6.2 **Pre-Authorized Debit.** In accordance with applicable rules of Payments Canada (“**CP**”), formerly known as the Canadian Payments Association, you authorize us to debit your bank account (the “**PAD Account**”) at the financial institution holding your PAD Account (“**Deposit Bank**”) for the ongoing purpose of purchasing mutual fund units, in the amount, and with the frequency of timing that you have specified in your account application form or Automatic Transaction Form, as applicable.

We may change the amount of each PAD as a result of direct action on your part (such as, but not limited to, a telephone instruction or other remote means) requesting us to change the amount of the PAD.

YOU WAIVE YOUR RIGHT TO RECEIVE PRE-NOTIFICATION UNDER SECTIONS 15 AND 16 OF CPA RULE H1. YOU AND PH&N INVESTMENT SERVICES AGREE NO ADVANCE NOTICE WILL BE PROVIDED TO YOU IN THE EVENT OF A CHANGE IN THE AMOUNT OR TIMING OF A PAD. IF APPLICABLE, YOU AND PH&N INVESTMENT SERVICES AGREE TO REDUCE THE CONFIRMATION PERIOD TO THREE (3) CALENDAR DAYS.

You may revoke this authorization at any time on at least five days' prior written notice to us. You may obtain further information on your right to cancel this pre-authorized debit agreement, by contacting us or by visiting www.payments.ca.

Any notice, inquiry, request, or other communication required or permitted in this PAD arrangement must be in writing and delivered in accordance with the contact information we have on record for you. Any such communication will be deemed to have been given in accordance with Section 7.2 of this Agreement. You agree to provide us with notice of any necessary changes in your contact information.

You have certain recourse rights if any debit does not comply with this Agreement or the terms of the PAD details you have specified in your account application form or Automatic Transaction Form, as applicable. For example, you have the right to receive a reimbursement for any debit that is not authorized or is not consistent with this Agreement or the terms of the PAD details you have specified in your account application or Automatic Transaction Form, as applicable. You may obtain more information on your reimbursement rights by contacting an Investment Funds Advisor at 1-800-661-6141 or by visiting www.payments.ca.

A PAD may be disputed up to 90 calendar days in the case of a personal PAD or 10 business days in the case of a business PAD, if the PAD is not drawn in accordance with these terms, if it is revoked prior to the due date, or pre-notification or confirmation is not received by you when required according to CP rules. A reimbursement claim can be made by filing a declaration at the branch of the PAD Account.

The Deposit Bank is not responsible for validating the terms of this PAD agreement or the details you have specified in your account application form or Automatic Transaction Form, as applicable, in respect of any PAD.

You consent to our collection, use and disclosure to third parties of your information to the extent necessary to process any PAD.

You confirm all persons whose signatures are required to debit the PAD Account are aware of these terms and have signed all applicable PAD documentation, including the account application form or Automatic Transaction Form.

Changes to this pre-authorized debit arrangement, may be agreed upon in writing by you and PH&N Investment Services.

You understand and agree that you may not redeem units of a pre-authorized debit purchase for 10 business days following the transaction.

You understand and agree that, for pre-authorized debit purchases in a registered plan, you are responsible for calculating your allowable annual contribution limit.

GENERAL TERMS

7.1 **Death or Incapacity.** If we have been provided with acceptable evidence that you have died or have been declared incapable of managing your property, this Agreement will continue and will be binding on your legal representatives.

7.2 **Notice.** We will either send any notices to you by mail to the last address that we have on file for you or electronically, either by email to the last address we have on file for you or through an Automated Service.

Notices, confirmations, account statements and other communications we send you by regular or first class mail are deemed to be given and received on the fifth business day after we mail them. Any notices, confirmations, account statements and other communications or information we provide you in person, or send to you electronically, including by fax or through an Automated Service, are deemed to be received on the day they are provided or sent to you.

Please send your notices to PH&N Investment Services to the following address:

PH&N Investment Services
Waterfront Centre
200 Burrard Street, 20th Floor
Vancouver, BC V6C 3N5

Your notice to us is effective when we receive it. If we want you to send your notice to another address, we will advise you.

7.3 **Enurement.** This Agreement will enure to the benefit and be binding upon PH&N Investment Services and you, and each party's respective personal representatives, heirs, successors and assigns. This Agreement will survive and remain in effect notwithstanding any incidental, temporary or intermittent closing out, reopening or renumbering of the account.

7.4 **Language.** If you live in Quebec, you have expressly requested that this Agreement and any other documents relating to it be in English. Au Québec, les parties conviennent et exigent expressément que ce contrat soit rédigé en anglais.

7.5 **Governing Law.** This Agreement will be governed and construed in accordance with the laws of the province or territory of Canada in which you are resident. If you are resident outside of Canada, this Agreement will be exclusively governed by the laws of the Province of Ontario. You agree that the courts of the province or territory described above will have jurisdiction over each of us for the determination of any matters arising out of this Agreement.

SCHEDULE I: COLLECTION AND USE OF INFORMATION

COLLECTING YOUR CLIENT INFORMATION

PH&N Investment Services and its administrator, RBC GAM, as applicable, may from time to time collect financial and other information about you such as:

- information establishing your identity (for example, name, address, phone number, date of birth, etc.) and your personal background;
- information related to transactions arising from your relationship with and through us, and from other financial institutions;
- information you provide on an application for any of our products and services; and
- information for the provision of products and services.

PH&N Investment Services and RBC GAM ("we", "our", "us") may collect and confirm this information during the course of our relationship. We may obtain this information from a variety of sources, including from you, from service arrangements you make through or with us, from financial institutions, from registries, from references you provide to us and from other sources, as is necessary for the provision of our products and services or as permitted by law.

USING YOUR CLIENT INFORMATION

This information may be used from time to time for the following purposes:

- to verify your identity and investigate your personal background;
- to provide investment services such as opening, operating and managing your accounts, process your instructions and take orders from you, provide advice to you on investment matters and provide you with products and services you may request;
- to better understand your financial situation;
- to determine your eligibility for products and services we offer;
- to help us better understand the current and future needs of our clients;
- to communicate to you any benefit, feature and other information about products and services you have with us;
- to help us better manage our business and your relationship with us; and
- as required or permitted by law.

For these purposes, PH&N Investment Services and RBC GAM, as applicable, may:

- make this information available to our employees, agents and service providers, who are required to maintain the confidentiality of this information;
- share this information with other financial institutions; and
- share this information with RBC companies, including, without limitation, Royal Mutual Funds Inc., RBC Global Asset Management (U.S.) Inc., RBC Dominion Securities Inc. and RBC Philips, Hager & North Investment Counsel Inc.

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

There are situations specific to the investment funds business where portfolio managers, investment funds, investment fund management companies, dealers and service providers will share client information that is necessary in the course of providing their services to or on behalf of clients, and for regulatory purposes. For example, client information may be shared with:

- **Information Services Providers:** Members of the investment funds industry that have access for the purposes of providing tax statements, client statements and fulfilling client transactions;
- **Services Providers:** Businesses that provide other goods and services to investment funds, investment fund management companies, portfolio managers, dealers and/or their clients, such as data processors and record keepers;
- **Intermediaries:** Such as trustees and custodians;
- **Regulatory Organizations:** These will include the Mutual Fund Dealers Association of Canada (a self-regulatory organization) and the Canadian Provincial and Territorial Securities Regulators.

Upon your request, PH&N Investment Services and RBC GAM may give this information to other persons.

PH&N Investment Services and RBC GAM may also use this information and share it with RBC companies:

- (i) to manage our risks and operations and those of RBC companies;
- (ii) to comply with valid requests for information about you from regulators, government agencies, public bodies or other entities who have a right to issue such requests; and
- (iii) to let RBC companies know your choices under “Other uses of your personal information” for the sole purpose of honouring your choices.

You understand that PH&N Investment Services, RBC GAM and other RBC companies are separate, affiliated corporations. RBC companies include affiliates of PH&N Investment Services and RBC GAM that 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.

If PH&N Investment Services or RBC GAM has your social insurance number, we may use it for tax-related purposes if you hold a product that generates income and may share it with the appropriate government agencies.

OTHER USES OF YOUR CLIENT INFORMATION

PH&N Investment Services may use this information to promote our products and services, and promote products and services of third parties we select, which may be of interest to you. PH&N Investment Services may communicate with you through various channels, including telephone, computer or mail, using the contact information you have provided.

You may choose not to have this information used for any of these “Other uses” by using one of the two methods set out below, and in this event, you will not be refused services just for that reason. We will respect your choices and, as mentioned above, may share your choices with other RBC companies for the sole purpose of honouring your choices regarding “Other uses of your client information”.

YOUR RIGHT TO ACCESS YOUR PERSONAL INFORMATION

You may obtain access to the personal information that PH&N Investment Services and RBC GAM hold about you 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 our privacy policies or to request that the information not be used for any or all of the purposes outlined in “Other uses of your client information” you may do so now or at any time in the future by:

- calling toll free at 1-800-661-6141; or
- writing to the Privacy Designate at our Vancouver office.

You may obtain more information by asking for a copy of the RBC “Financial fraud prevention and privacy protection” brochure, by calling toll free at 1-800-Royal®1-1 (1-800-769-2511) or by accessing the RBC privacy policy at www.rbc.com/privacysecurity.

SCHEDULE II: AUTOMATED SERVICES

By using any of PH&N Investment Services’ Automated Services described in this schedule, you agree to the terms and conditions set out below.

These terms are in addition to and are not a substitute for any other terms in this Agreement and do not replace any other agreement you have with an RBC company (now or in the future) for any other product or service, including any consent, authorization or preference you have given or may give to us regarding the collection, use and disclosure of your personal information (“**Other Agreement**”). The Other Agreement still applies, including to any applicable product or service. You also agree to comply with all instructions we may give you in connection with accessing and using the Automated Services.

An “**Automated Service**” means any service provided by us that allows you to access your account or future accounts, information or other services, and allows you to provide instructions regarding your account or future accounts, information or other services, including by computer, telephone, cell phone, smart phone, Internet, email, personal digital assistant, facsimile, video or other method of telecommunication or electronic transmission. Information refers to any information you receive or provide through an Automated Service, including orders you place.

The terms, rules, procedures, fees and charges set out in any instructions, software, manuals, fee schedule or other documents we provide to you relating to our Automated Services form part of this schedule.

Not all of the same functionality or features may be accessible or available for all accounts, services or Automated Services or at all times.

PASSWORDS

Your password is the personal password or passwords you have chosen or we have provided to you (the “**Password**”). Your Password lets you access your account and engage in account transactions, including, without limitation, opening accounts, placing trades and establishing automatic transactions (together, “**Transactions**”) and receive information through our Automated Services.

You are fully responsible and liable for the security and confidentiality of your Password, all use and misuse of your Password, and all instructions provided using your Password. You agree to keep your Password secure, confidential and separate from your account number and any other information or documents relating to your account at all times. You will not disclose your Password to any person other than an authorized representative of PH&N Investment Services, or permit any other person to use your Password. You will immediately notify us if you know or suspect that your Password has been lost or stolen or become known to or used by any other person. Until you give such notice to us, and we actually receive and process it by deactivating your Password and/or your access to Automated Services, you will continue to be fully responsible and liable for all activities that may occur as a result of any unauthorized use of your Password. PH&N Investment Services is not required to verify the identity or authority of any person using your Password and may act upon any instructions that are given with your Password. However, we may, in our sole discretion, require proof at any time of the authority of any person seeking to give instructions to us using your Password, and may refuse to accept or act upon any instructions if it is not satisfied with such proof.

DELIVERY OF DISCLOSURE

You consent to receive, by electronic means, any disclosures that we must provide or present to you as part of any Transaction, as well as any disclosures that we must provide or present to you following the execution of any Transaction. Disclosures which are not delivered or presented to you electronically will be provided in paper format.

ELECTRONIC SIGNATURES

Certain documents that we may provide in connection with a Transaction require your signature and will be presented to you electronically. When you click “I agree”, your agreement will be captured (“**Electronic Signature**”), and your Electronic Signature shall be legally binding.

COMMUNICATIONS AND CONTRACTS BY ELECTRONIC MEANS

You authorize us to act on all instructions from you or on your behalf through any Automated Service. For greater clarity, any communication or contract that is received from you by electronic means, or that is purported to be given by you, regardless of whether or not it was actually from you, will be considered to be duly authorized and binding on you and will be enforceable against you. You agree that any communication or contract delivered, received or entered into by electronic means shall be considered to be signed and/or delivered and to constitute a “writing” for the purposes of any applicable statutory, contractual or other legal requirement. You agree not to dispute any such communication or contract on the basis that it was delivered, received or entered into by electronic means, including on the basis that it was not “in writing” or was not signed or delivered. For the purposes of this Agreement, the term “**electronic means**” means any communication method permitted by us from time to time that may include computer, telephone, cell phone, smart phone, Internet, email, personal digital assistant, facsimile, video or other method of telecommunication or electronic transmission.

Once the Automated Services have been accessed, you authorize PH&N Investment Services to accept and you agree to be responsible for any instruction given by you or purported to be given by you. Any instruction will have the same legal effect as if it was a written instruction and signed by you.

You are responsible for making sure that:

- we have received your instructions; and
- any instructions given for your account or related to an Automated Service are true, accurate and complete.

We will verify and approve all orders. We will process an order only if:

- your account is in good order;
- you have enough funds to complete the request; and
- the request is appropriate for your stated objectives and trading practices.

We may require you to confirm the order. We may maintain a database or use another method to keep a record of all your instructions using the Automated Services.

PROHIBITIONS ON USE

You will not (a) provide untrue, inaccurate or incomplete information about yourself or your accounts held with us or at other financial institutions; (b) access or use the Automated Services for an illegal, fraudulent, malicious or defamatory purpose; (c) take steps or actions that could or do undermine the security, integrity, effectiveness, goodwill or connectivity of the Automated Services (including illegal, fraudulent, malicious, defamatory or other activities that threaten to harm or cause harm to any other person); or (d) reverse engineer the source code for any software.

RECORDING TELEPHONE CONVERSATIONS

PH&N Investment Services may record any telephone conversations between you, your agents or attorneys and PH&N Investment Services. We may use these recordings to:

- confirm your instructions;
- evaluate the quality of our service;
- respond to requests from regulators or other persons who have a right to issue requests; or
- validate that we are complying with our policies.

We will:

- ensure the recordings are secure;
- only allow authorized access to the recordings and only access the recordings for authorized reasons or if required or permitted by law; and
- periodically destroy the recordings in accordance with applicable record retention policies.

REFUSAL TO PROCESS INSTRUCTIONS

We may refuse to process any instructions that you give to us through the Automated Services, or may reverse the processing of any such instructions at any time, in our sole discretion, and without any prior notice or any liability to you or any other person, including, without limitation, if: (a) we cannot process the instructions; (b) the instructions violate any provision in this Agreement or any other agreement you or any other person may have with us; or (c) we consider that the instructions conflict with the investor profile information we have on file for you.

USING INFORMATION

An information provider is any company or person who directly or indirectly provides PH&N Investment Services with information. This includes securities and market data from stock exchanges and other securities markets.

The information we provide through our Automated Services:

- has been independently obtained from information providers through sources we believe are reliable; and
- belongs to the information providers. You may use the information only for your own benefit. You may not reproduce, sell, distribute, circulate or commercially exploit it in any way or provide it to any other person without our written consent.

The information may include views, opinions and recommendations of individuals or organizations that may be of general interest to account holders. The information providers and PH&N Investment Services do not:

- endorse any of these views or opinions; or
- guarantee that this information is accurate, complete, timely or in the correct order.

ACCESSING OUR SERVICES

You may not:

- enter restricted areas of any of PH&N Investment Services’ computer or telecommunications systems or of any of our affiliates; or
- perform any functions that are not authorized under this Agreement.

We may:

- suspend your access to an Automated Service without giving you notice if we believe that you are using it to gain unauthorized access to systems or information or are using it inappropriately. We may restore your access after we review the situation.
- cancel your access without giving you notice if we believe that you are using your password, an Automated Service or information in an unauthorized or inappropriate manner or if there is unusual activity in or relating to your account.

INTELLECTUAL PROPERTY

We are the owner of all intellectual property rights subsisting on each website page and Automated Services made available by us. Unless otherwise indicated, trademarks and logos, and all works, including texts, images, illustrations, software, HTML codes, audio clips and videos appearing on PH&N Investment Services website pages are our property and without our express written permission, may not be reproduced, republished, downloaded, posted, transmitted, distributed or modified, in whole or in part, in any form whatsoever, except for personal and non-commercial use, including viewing, printing or archiving of electronic copies of your activities, in accordance with this Agreement and as we may further instruct you. Nothing in this Agreement is to be interpreted as conferring a right to use our works, trademarks or logos in any other way.

SERVICE MODIFICATIONS AND INTERRUPTIONS

We may modify any or all of the Automated Services without giving notice to you. This Agreement applies to any of the services (or parts or features thereof) added or changed by us. Any of our Automated Services may periodically be unavailable because of maintenance, updates or other reasonable causes, including during periods of increased market activity.

THIRD PARTY SERVICE PROVIDERS

You understand and agree that: (i) we may use Third Party Service Providers to provide or to assist us in providing Automated Services; and (ii) other than our subsidiaries or affiliates, we are not affiliated or associated with Third Party Service Providers.

Except as varied by the paragraph immediately below, the consents and authorizations contained in this section will not change any other consent, authorization or preference you have given or may give to us regarding the collection, use and disclosure of your information.

You authorize us to collect, use and disclose, any information required to provide or operate the Automated Services, or any information or content you may provide while using or accessing Automated Services, for the following purposes:

- (i) to share such information or content with Third Party Service Providers for the purpose of providing or assisting us in providing Automated Services; and
- (ii) to prepare the reports described immediately below.

You also authorize Third Party Service Providers to use information or any content you may provide while using the Automated Services for preparing, using and distributing statistical, profiling, performance or operation reports about the Automated Services.

SOFTWARE

The software, including the technology, information and related documents, we provide for you to use the Automated Services belongs to our affiliates or PH&N Investment Services. You may use this software only for your own benefit and must take all reasonable measures to make sure that no unauthorized person has access to it. You will return it to us promptly if we ask you to.

You agree to the terms of any software licence agreement provided to you with the software. You may not make any changes, reverse engineer, disclose, lease, loan, duplicate or otherwise reproduce the software, unless we allow it.

We reserve the right to support only the most current release of any computer software or related documents it provides to you relating to the use of any of our Automated Services. If you do not accept any software upgrades we provide to you, we may cancel any or all of your Automated Services without giving you notice.

If you download software, we grant you a non-exclusive and non-transferable licence for the software. The licence authorizes you to use the software in object code format for the purpose of using Automated Services and/or accessing any available services, features, functionality, content and/or information.

We retain at all times all ownership rights, including without limitation, copyright in the software. You agree not to copy the software and not to disclose or distribute the software to third parties. We have no obligation to provide any training, maintenance or other assistance for the software.

You accept the software “as is” and assume the entire risk for the performance of the software. We will not be liable to you for any damages resulting from your use of the software, under this schedule or otherwise.

We may end the terms relating to the software in this section at any time on notice to you. On the ending of these terms, you will destroy or return to us all copies of the software and all related documentation that is in your possession. The grant of the licence in this section may not be assigned by you unless agreed upon in writing by PH&N Investment Services.

We may use Third Party Service Providers to assist us in providing software. In such cases:

- you accept the software “as is” and assume the entire risk for the performance of the software. Third Party Service Provider will not be liable to you for any damages resulting from your use of the software, under this Agreement or otherwise;
- in no event will Third Party Service Provider be liable for any loss of data, or any incidental, indirect, consequential, special, aggravated, punitive, exemplary or similar damages whatsoever, in whole or in part, (including any business interruption, loss of profits, data, information, opportunity, revenues, goodwill or any other commercial or economic loss), caused to you, regardless of the cause of action, even if Third Party Service Provider has been advised of the possibility of such damages;
- in no event will Third Party Service Provider’s liability to you for all damages exceed the amount of fees paid, if any.

CONSENT

You hereby acknowledge and agree that for record keeping, instruction confirmation, and other business purposes, PH&N Investment Services may in its sole discretion: (a) monitor your use of any Automated Services (as defined in Schedule II), including instructions, with us; and (b) create and retain permanent records (including digital records) of your use of Automated Services, including instructions, with us, all without any further notice to you, and you hereby specifically consent to such monitoring and record creation and retention.

LIABILITY

PH&N Investment Services is not liable:

- to you or any other person for any damages, losses, costs or failure to realize expected savings as a result of the use of our Automated Services or a device to access our Automated Services; or
- for acting or not acting as a result of an error in your order or us not receiving it.

Neither PH&N Investment Services nor its affiliates are responsible for any losses, damages or personal injury that any person suffers as a result of:

- your use of any computer or device to access the Automated Services; or
- the use or performance of any software we provide.

The information providers and PH&N Investment Services are not liable:

- to you or any other person for the accuracy, completeness, timeliness or correct order of the information;
- for any decision you make or action you take by relying on any of the information or our Automated Services; or
- for any interruption of any data, information or other aspect of the Automated Services as a result of any negligent act, omission or other cause beyond the reasonable control of the information provider or PH&N Investment Services. This includes communications or power failures and equipment or software malfunctions.

ENDING AUTOMATED SERVICES

You can cancel an Automated Service by giving us 30 days’ notice in writing. PH&N Investment Services may cancel any of its Automated Services without giving you notice. When this Agreement ends, any Automated Services provided to you will also end.

SCHEDULE III: CLIENT COMPLAINT INFORMATION

We have procedures in place to handle any written or verbal complaints received from clients in a fair and prompt manner. This is a summary of those procedures. We also provide new clients and clients wishing to bring forward a new complaint, a separate information form called the Client Complaint Information Form (“CCIF”), which provides general information about their options for making a complaint.

HOW TO FILE A COMPLAINT WITH PHILLIPS, HAGER & NORTH INVESTMENT FUNDS LTD.

Clients wishing to complain to us may make their complaint to our head office by contacting us at our mailing address or by email at info@phn.com. All complaints are forwarded to qualified compliance or supervisory personnel to be handled. We encourage clients to make their complaint in

writing or by email where possible. Where clients have difficulty putting their complaint in writing, they should advise us so that we can provide assistance. For confidentiality reasons, we will only deal with the client or another individual who has the client's express written authorization to deal with us.

We will acknowledge receipt of complaints promptly, generally within five days. We review all complaints fairly, taking into account all relevant documents and statements obtained from the client, our records, other staff members and any other relevant source. Once our review is complete we provide clients with our response, which will be in writing if the complaint was made in writing. Our response may be an offer to resolve your complaint, a denial of the complaint with reasons or another appropriate response. Where the complaint relates to certain serious allegations, our initial acknowledgement will include copies of this summary and the CCIF. Our response will summarize your complaint, our findings and will contain a reminder about your options with the Ombudsman for Banking Services and Investments. We will generally provide our final response within 90 days, unless we are waiting for additional information from you, or the case is novel or very complicated. We will respond to communications you send us after the date of our response to the extent necessary to implement a resolution or to address any new issues or information you provide.

CLIENT COMPLAINT INFORMATION FORM

Clients of a mutual fund dealer who are not satisfied with a financial product or service have a right to make a complaint and to seek resolution of the problem. MFDA Member dealers have a responsibility to their clients to ensure that all complaints are dealt with fairly and promptly. If you have a complaint, these are some of the steps you can take:

- Contact your mutual fund dealer. Member firms are responsible to you, the investor, for monitoring the actions of their representatives to ensure that they are in compliance with by-laws, rules and policies governing their activities. The firm will investigate any complaint that you initiate and respond back to you with the results of their investigation within the time period expected of a Member acting diligently in the circumstances, in most cases within three months of receipt of the complaint. It is helpful if your complaint is in writing.
- Contact the Mutual Fund Dealers Association of Canada ("MFDA"), which is the self-regulatory organization in Canada to which your mutual fund dealer belongs. The MFDA investigates complaints about mutual fund dealers and their representatives, and takes enforcement action where appropriate. You may make a complaint to the MFDA at any time, whether or not you have complained to your mutual fund dealer. The MFDA can be contacted:
 - by completing the online complaint form at www.mfda.ca
 - by telephone in Toronto at 416-361-6332, or toll free at 1-888-466-6332
 - by email at complaints@mfda.ca
 - in writing by mail to 121 King Street West, Suite 1000, Toronto, ON M5H 3T9
 - by fax at 416-361-9073.

COMPENSATION

The MFDA does not order compensation or restitution to clients of Members. The MFDA exists to regulate the operations, standards of practice and business conduct of its Members and their representatives with a mandate to enhance investor protection and strengthen public confidence in the Canadian mutual fund industry. If you are seeking compensation, you may consider the following:

- Ombudsman for Banking Services and Investments ("OBSI"): You may make a complaint to OBSI after you have complained to the dealer, at either of the following times:
 - if the dealer's Compliance Department has not responded to your complaint within 90 days of the date you complained; or
 - after the dealer's Compliance Department has responded to your complaint and you are not satisfied with the response. **Please note that you have 180 calendar days to bring your complaint to OBSI after receiving the dealer's response.**

- OBSI provides an independent and impartial process for the investigation and resolution of complaints about the provision of financial services to clients. OBSI can make a non-binding recommendation that your firm compensate you (up to \$350,000) if it determines that you have been treated unfairly, taking into account the criteria of good financial services and business practice, relevant codes of practice or conduct, industry regulation and the law. The OBSI process is free of charge and is confidential. OBSI can be contacted:

- by telephone in Toronto at 416-287-2877, or toll free at 1-888-451-4519
- by email at ombudsman@obsi.ca

- Legal Assistance: You may consider retaining a lawyer to assist with the complaint. You should be aware that there are legal time limits for taking civil action. A lawyer can advise you of your options and recourses. Once the applicable limitation period expires, you may lose rights to pursue some claims.
- Manitoba, New Brunswick and Saskatchewan: Securities regulatory authorities in these provinces have the power to, in appropriate cases, order that a person or company that has contravened securities laws in their province pay compensation to a claimant. The claimant is then able to enforce such an order as if it were a judgment of the superior court in that province. For more information, please visit:

- Manitoba: www.msc.gov.mb.ca
- New Brunswick: www.nbsec-cvmbn.ca
- Saskatchewan: www.fcaa.gov.sk.ca

- Québec:

- If you are not satisfied with the outcome or with the examination of a complaint, the Autorité des marchés financiers ("AMF") can examine your complaint and may provide dispute resolution services; or
- If you think you are a victim of fraud, fraudulent tactics or embezzlement, you can contact the AMF to see if you meet the eligibility to submit a claim to the Fonds d'indemnisation des services financiers ("Financial Services Compensation Fund"). An indemnity up to \$200,000 can be payable through monies accumulated in the fund for an eligible claim.
 - For more information: contact the AMF by telephone at 418-525-0337 (in Québec), or toll free at 1-877-525-0337
 - Visit www.lautorite.qc.ca

SCHEDULE IV: FEE-BASED ACCOUNT TERMS AND CONDITIONS

DEFINED TERMS

In this schedule, capitalized terms have the same meaning as defined in the PH&N Investment Services Client Account Agreement unless otherwise defined below:

Administrative Fees means administrative fees, costs and other charges.

Dealer Fee means the fee payable to PH&N Investment Services for your Fee-Based Account.

Fee-Based Account means the fee-based account offered by PH&N Investment Services holding Series F, Series FT5 and Series FT8 units of applicable mutual funds.

RBC GAM means RBC Global Asset Management Inc., the appointed agent of the trustee for all PH&N Investment Services' registered plans.

Royal Trust means The Royal Trust Company, the trustee of all PH&N Investment Services' registered plans.

Taxes means taxes, assessments, interest and penalties.

NATURE OF ACCOUNT

Your Fee-Based Account is not a discretionary or managed account, and an Investment Funds Advisor is not a portfolio manager with discretionary authority over your Fee-Based Account.

STATEMENTS AND CONFIRMATIONS

You will be sent quarterly account statements. Each statement will include a summary of holdings and the activity in your Fee-Based Account during the statement period, and will identify any mutual fund redemptions to facilitate collection of the Dealer Fee. You will also receive transaction confirmation for all transactions of your account holdings initiated by you or PH&N Investment Services.

DISTRIBUTIONS

Distributions on mutual funds held in registered plans are always reinvested in additional units of the same mutual fund held within the registered plan. Distributions on mutual funds held in non-registered accounts will be reinvested in additional units of the same mutual fund or paid to you in an account other than your Fee-Based Account.

PERMITTED HOLDINGS

Your Fee-Based Account may hold Series F, Series FT5 and Series FT8 mutual funds managed by RBC GAM, qualified under a simplified prospectus, and made available by PH&N Investment Services. We reserve the right to prohibit or restrict other types of trading in your Fee-Based Account as we may determine, in our sole discretion.

DEALER FEES AND OTHER CHARGES

You, and for a Registered Plan, RBC GAM as agent, will compensate PH&N Investment Services quarterly with the Dealer Fee for the services provided by PH&N Investment Services in connection with your Fee-Based Account. The Dealer Fee is based on a flat-fee structure of 40 basis points (0.40%) of the holdings in your Fee-Based Account, or a minimum of \$100 per annum. It will be calculated quarterly in arrears by PH&N Investment Services based on the average daily balance in your Fee-Based Account during the preceding quarter, and will be denominated in the currency of such account. The Dealer Fee is subject to any applicable Taxes. The Dealer Fee does not include any other fees or charges you are responsible for, including, without limitation, Administrative Fees and any applicable commissions referred to elsewhere in this Agreement.

Upon the closure of your Fee-Based Account, the final Dealer Fee payment will be pro-rated to the date of closure.

Each mutual fund in the Fee-Based Account pays its own operating expenses. There are no sales commissions or trailing commissions payable in respect of the mutual funds that may be held in your Fee-Based Account. There are no fees or expenses payable by you relating to your Fee-Based Account that would duplicate any fees or expenses paid by the mutual funds.

Fees are subject to any applicable Taxes. We may change these fees from time to time, provided that any change will only be effective 30 days after written notice has been mailed to you.

AUTHORIZATION FOR PAYMENT OF FEES

You authorize PH&N Investment Services, and for a registered plan, RBC GAM as agent, to make quarterly deductions from your Fee-Based Account in payment of all fees and charges associated with the service and operation of your Fee-Based Account, including the Dealer Fee. You acknowledge that quarterly payments for fees and charges will be debited from your Fee-Based Account on the fifth business day following the end of each quarter. This authority is to remain in effect until we have received written notification from you that it has been changed or terminated, or in the event that your Fee-Based Account is closed.

The Dealer Fee will be paid through mutual fund redemptions as described below. You authorize and direct PH&N Investment Services to give instructions on your behalf, and for a registered plan, on behalf of Royal Trust as trustee, to RBC GAM, the agent and manager of your mutual fund holdings, to redeem mutual fund units in your Fee-Based Account. Furthermore, you authorize and direct RBC GAM to accept any such instructions given by PH&N Investment Services.

Dealer Fee will be paid through mutual fund redemptions from the RBC Funds held in your Fee-Based Account, followed by PH&N Funds and then RBC Corporate Class Funds, as applicable. Redemptions will

be conducted according to a pre-determined schedule based on the following fund categories (in order of redemption): money market, fixed-income, balanced, Canadian equity, North American equity, U.S. equity, international equity, and global equity. Individual mutual funds will be redeemed based on the order in which they appear within a particular fund category in the applicable simplified prospectus. No short-term trading fees will be imposed on such redemptions.

No further authorization or instruction from you is required for purposes of making these redemptions. However, this authorization is intended to create a form of limited agency. It does not give PH&N Investment Services unlimited authority or the right to conduct discretionary trading on your behalf. Furthermore, RBC GAM will rely upon these instructions to make redemptions from your account holdings solely for fee collection and for no other purpose.

Redemptions may result in tax liabilities that you will be responsible for if your Fee-Based Account is held outside a registered plan. You should consult with a professional tax advisor on all matters relating to taxation of your investments.

DEATH OR INCAPACITY

Upon your death or incapacity, we will continue to administer your Fee-Based Account and fees will be charged as outlined in this schedule until we have received contrary instructions from your duly authorized representative.

RELATIONSHIP WITH THIS AGREEMENT

All information contained elsewhere in this Agreement applies to the Fee-Based Account unless indicated otherwise in this schedule. If there is any inconsistency between the provisions in any other part of that Agreement and this schedule, the terms of this schedule shall prevail.

ASSIGNMENT BY PH&N INVESTMENT SERVICES

Except with respect to registered plans, we may assign its rights and obligations under this schedule to another RBC company that is qualified to provide the Fee-Based Account, without prior notice to you.

SCHEDULE V: RELATIONSHIP DISCLOSURE DOCUMENT

This information is provided to ensure that our clients have an understanding of their relationship with PH&N Investment Services® (a trade name used by Phillips, Hager & North Investment Funds Ltd.), the obligations of PH&N Investment Services and what to expect regarding service levels and costs.

NATURE OF THE ADVISORY RELATIONSHIP

At PH&N Investment Services, we have a team of experienced Investment Funds Advisors available to assist you in making your investment decisions. We aim to build long-term partnerships with you by having one-on-one conversations, which help us to understand your objectives and develop strategies to achieve them. Our advice is tailored to your unique situation and our Investment Funds Advisors have access to a wide range of investment options to create customized portfolios to meet your investment goals. You maintain control and decision-making over your investments while benefitting from direct access to a knowledgeable Investment Funds Advisor whenever you need it.

NATURE OF THE PRODUCTS AND SERVICES OFFERED

Clients of PH&N Investment Services have access to the full range of Series F, Series FT5 and Series FT8 units of Phillips, Hager & North Funds (PH&N Funds) and RBC Funds via a Fee-Based Account. We only distribute units of mutual funds managed by RBC Global Asset Management Inc. (RBC GAM), its parent company.

Series D units of PH&N Funds and RBC Funds and a selected group of Series A units of RBC Funds are available only to grandfathered clients who invest with PH&N Investment Services on or before January 9, 2017. Grandfathered clients in Series D may not invest in Series F, Series FT5 or Series FT8 units of the mutual funds unless they switch their relationship to a Fee-Based Account arrangement.

Our service is designed for clients who prefer to manage their own portfolios. Clients make their own investment decisions and contact us when they have questions about their accounts or their investment strategy. Our Investment Funds Advisors, who can be conveniently accessed through our toll-free telephone number, offer consultation on portfolio structure and periodic portfolio reviews upon request. With \$500,000 investment amount or more, a dedicated Investment Funds Advisor will be available to provide client support.

PROCEDURES REGARDING HANDLING OF CASH AND CHEQUES

If you wish to fund a purchase of mutual fund units sold by PH&N Investment Services, you must provide the necessary financial institution information for an Electronic Funds Transfer to RBC Investor Services Trust (“RBC IS”), the custodian of the mutual funds, or a cheque for the amount of the purchase that is made payable to RBC IS. As the custodian of PH&N Funds and RBC Funds, RBC IS is responsible for the safekeeping of the assets of those mutual funds.

Please note that all cheques must be made payable to “RBC Investor Services Trust” and not to an employee of PH&N Investment Services. PH&N Investment Services is unable to accept cash for the purchase of securities.

ASSESSING SUITABILITY OF ORDERS ACCEPTED OR RECOMMENDATIONS MADE

Securities regulations and MFDA Rules require us to use due diligence to ensure that each order that we accept and each recommendation that we make is suitable for you and is in keeping with your stated investment objectives, time horizon, risk tolerance and other personal circumstances that you provided to us upon account opening and that you update us on periodically. Our obligation to make a suitability determination applies to all proposed trades, whether or not an Investment Funds Advisor from PH&N Investment Services made the recommendation to you, or you, or an agent authorized to act on your behalf, initiated the trade.

We will also assess the suitability of the investments in your account on the following occasions:

- no later than the time that you make the first trade following a transfer of assets from an external account into your account at PH&N Investment Services;
- when a material change in your information has come to the attention of PH&N Investment Services or an Investment Funds Advisor with whom you have dealt; or
- no later than the time that you make the first trade following a change in your Investment Funds Advisor from PH&N Investment Services who was responsible for the relationship management of your account, when applicable.

UNDERSTANDING THE “KNOW YOUR CLIENT” INFORMATION (KYC)

It is important that you understand how PH&N Investment Services assesses whether a specific investment option is suitable for you. Therefore, we define below the terms that are important to both you and to us when we make a suitability determination. Having this information will assist you in understanding why we ask you for certain information when you open an account or when we ask you to update your KYC information that we have on file.

- (a) **Risk Tolerance** – There is no such thing as risk-free investing. Before investing in a mutual fund, each investor should read the simplified prospectus or Fund Facts document for the mutual fund, including the section titled *What is a mutual fund and what are the risks of investing in a mutual fund?*

For each of your accounts, we ask you to define your risk tolerance as “high,” “moderate” or “low.” Risk tolerance is defined as your comfort level with fluctuations in the value of your investments (i.e. volatility). It can be quantified as the amount of volatility that you can accept in a mutual fund or the percentage decline that you can accept in the value of your account under normal market conditions. Risk tolerance differs from investor to investor and may differ from account to account.

A conservative (low-risk) investor is primarily concerned with safety of capital and is willing to accept lower long-term returns in exchange for greater safety of capital and peace of mind.

A moderate risk investor generally invests in medium risk mutual funds that demonstrate a medium volatility. This type of investor is looking for moderate growth over a longer period of time.

An aggressive (high-risk) investor is an investor who is growth-oriented and is willing to accept more short-term volatility in exchange for potentially higher long-term returns.

- **Low:** You are able to tolerate seeing your portfolio decline up to 10% in any given calendar year. You are able to accept seeing a mutual fund experience between 0%–5% volatility over any 3-year period.
 - **Moderate:** You are able to tolerate seeing your portfolio decline 10%–15% in any given calendar year. You are able to accept seeing a mutual fund experience between 5%–20% volatility over any 3-year period.
 - **High:** You are able to tolerate seeing your portfolio decline over 15% in any given calendar year. You are able to accept seeing a mutual fund experience over 20% volatility over any 3-year period.
- (b) **Investment Objective** – Your objective may be defined as “growth,” “balanced” or “income.”
- **Growth:** You are seeking capital appreciation over the long term, and current income (i.e. interest and dividends) is not a high priority for you. This may lead you to hold a relatively high proportion of growth-oriented equity mutual funds.
 - **Balanced:** You seek a blend of growth and income. Your target holdings should be 60% growth-oriented equity mutual funds and 40% fixed-income or income-oriented equity mutual funds. You will, however, be comfortable holding up to 70% growth-oriented equity mutual funds.
 - **Income:** You seek income from fixed-income or income-oriented equity mutual funds.
- (c) **Time Horizon** – Your investment time horizon is the period between now and the point when you will need to access a significant portion of the money you have accumulated in your account. Note that even after you are retired and drawing funds from your portfolio, you may still have a medium- or long-term time horizon, as it may be several years before you draw down the bulk of your retirement savings.
- Investors with a time horizon of greater than three years typically have a greater degree of flexibility when building their portfolios (although their risk tolerance must also be considered).
 - Investors with a time horizon of less than three years should invest primarily in money market funds or other fixed-income mutual funds with a “low” risk rating, as these mutual funds experience minimal volatility.

CONTENT AND FREQUENCY OF REPORTING

We will mail you a confirmation notice after every transaction you make through PH&N Investment Services. For automatic transactions, confirmation notices are issued for the first transaction, but not for subsequent transactions unless you arrange otherwise. In addition to the confirmation notice, every quarter we will send to you an account statement that details the value of your portfolio, your asset mix and your account activity. This will be followed by a copy of our *Quarterly Report*, which includes RBC GAM’s outlook on the economy and the capital markets, a variety of articles on investment topics and a review of the performance of the mutual funds that we offer. On an annual basis, you will receive the annual charges and performance report, which will tell you how your investments have performed and clearly list out the fees you paid to us for advice and service during the year.

Also, for your information, we post the financial statements and *Management Reports of Fund Performance* for the mutual funds on our website, www.phn.com, and paper copies of these documents are available from us upon request at any time.

PERFORMANCE BENCHMARKS

A “**benchmark**” is a standard for measuring the performance of an investment compared to the performance of the markets in general. When investors evaluate the performance of their investments, many use a benchmark as a standard against which they can measure the performance of their investments or the investment manager who manages their investments. Generally, investors use broad market and market segment stock and bond indices as benchmarks for this purpose.

PH&N Investment Services offers a number of different types of mutual funds. As a result, there are dozens of indices or combinations of indices that analysts use to gauge the performance of these mutual funds against the performance of the market. To aid our clients in evaluating how their investments in one or more mutual funds are doing in relation to the market, RBC GAM, the manager of PH&N Funds and RBC Funds, provides a benchmark comparison for each of its mutual funds in the PH&N Investment Services *Quarterly Report* under the section “Summary of Investment Fund Returns.” RBC GAM names the benchmark in italics and places it directly below the name of each listed mutual fund.

COMPENSATION AND REFERENCE TO OTHER SOURCES OF INFORMATION

Series F, Series FT5, Series FT8, Series A and Series D units of PH&N Funds and RBC Funds are “no load” funds, which means that you pay no sales charges or transaction charges *when you buy or redeem units of any of these mutual funds through PH&N Investment Services*. You may transfer your units between mutual funds offered through PH&N Investment Services at no administrative cost.

For clients holding Series F, Series FT5 and Series FT8 mutual funds in a Fee-Based Account: In addition to the mutual fund’s management fee, you will pay PH&N Investment Services a dealer fee of 0.40% of your holdings in the Fee-Based Account, or a minimum of \$100 per annum, for ongoing service which includes but is not limited to information and access to advice, portfolio reviews and rebalancing, reporting, record keeping and online services. We will calculate the fee quarterly in arrears based on the average daily balance in your Fee-Based Account in the preceding quarter, and it will be denominated in the currency of such account. The dealer fee is subject to any applicable taxes.

For clients holding Series A and Series D mutual funds: You pay no account set up fee, administrative fees or operating charges. RBC GAM pays an ongoing service fee, known as a “trailing commission,” to PH&N Investment Services for as long as you hold a mutual fund investment in these series. The trailing commission is based on the total value of the Series A or D mutual fund units that you hold. RBC GAM pays this fee to PH&N Investment Services for the services and advice that it provides to you. The trailing commission is embedded within the mutual fund and is paid from the management fee that each mutual fund pays to RBC GAM and ranges from 0.10% to 0.25% of the total amount of your investment in the mutual fund, depending on the mutual fund(s) you hold. PH&N Investment Services does not pay any part of the trailing commissions that it receives from RBC GAM directly to any of its Investment Funds Advisors.

With the exception of money market mutual funds, RBC GAM may impose a short-term trading fee of up to 2% of the current value of the units traded if you redeem or switch out of units of a mutual fund within seven days of purchasing units or previously switching into a mutual fund. Short-term trading fees are designed to deter excessive trading, to offset its associated costs and are paid to the affected mutual fund, and not to PH&N Investment Services.

There may be other costs associated with making and holding investments. Please read the simplified prospectus or the Fund Facts document of the relevant mutual fund in which you have invested for additional disclosure with respect to applicable fees and costs.

If you have any questions about the nature of the compensation paid to PH&N Investment Services, about the short-term trading fee or about any fees or costs discussed in the simplified prospectus or the Fund Facts document, please contact PH&N Investment Services at 1-800-661-6141.

REFERRAL ARRANGEMENTS

Formal referral arrangements may exist from time to time within the RBC Group of companies. Referral arrangements are arrangements in which an existing or prospective client is referred to or from a registrant for a referral fee. Please refer to the Disclosures section in this Client Account Agreement for more information.