



# RBC Direct Investing Inc.

## INVESTMENT CLUB ACCOUNT AGREEMENT

CLIENT NAME

ACCOUNT NUMBER

### To: RBC Direct Investing Inc. ("RBC Direct Investing®")

The undersigned, being all of the members of an investment club constituted and operating under the name shown below (the "Club"), hereby individually and as members of the Club authorize and direct RBC Direct Investing to open and maintain an account or accounts ("Accounts"), which may include a margin account, for buying, selling and generally dealing with ("trading") Securities in the name of the Club (or such other name as the Club may adopt from time to time). The undersigned, as separate individuals and as members of the Club, agree with RBC Direct Investing as follows:

1. Any one of

may, and each of them is hereby authorized on behalf of the Club from time to time to:

- (a) Instruct RBC Direct Investing in writing, orally (including by telephone) or by electronic means with respect to any trading in Securities and any other transactions in the Accounts;
  - (b) Give instructions with respect to the delivery or transfer of Securities and to sign and deliver receipts for Securities or to instruct RBC Direct Investing either in writing, orally (including by telephone) or by electronic means to deliver any Securities to any person;
  - (c) Sign on behalf of the Club all contracts, agreements, releases, powers of attorney and other documents required by RBC Direct Investing in connection with the operation of the Accounts and any trading of Securities;
  - (d) Operate the Accounts on such margin(s) as may be advised by RBC Direct Investing to the Club from time to time, and in connection therewith to authorize RBC Direct Investing to conduct trading of Securities on the credit of the Club;
  - (e) Create a security interest in any Securities in favour of RBC Direct Investing to secure repayment of all obligations and indebtedness, present or future, of the Club to RBC Direct Investing.
2. RBC Direct Investing may honour instructions received by it pursuant to this resolution, and in particular may honour oral (including telephone) instructions or electronic (including telefax) instructions purporting to be given by any of the persons authorized hereunder without the necessity of any further verification or inquiry by RBC Direct Investing.
3. (a) Notice given to RBC Direct Investing in writing by any officer of the election or appointment of a new officer of the Club shall be deemed to be conclusive evidence that such new officer has been properly appointed.
- (b) Any member who has withdrawn from the Club shall cease to be liable for any trading which occurred or obligations that arose after the receipt by RBC Direct Investing of a notice in writing of withdrawal, signed by the withdrawing member and countersigned by an officer, but shall remain liable

with respect to all trading which occurred or obligations that arose, or in either case were contracted for prior to the date of receipt by RBC Direct Investing of such notice.

- (c) In the event of the addition of any new member(s), all existing and new members shall sign a new Investment Club Account Agreement. Notwithstanding the execution of such a new agreement, this agreement shall remain in effect in respect of all prior obligations for so long as such obligations remain outstanding.
4. Each and every obligation of the Club to RBC Direct Investing shall also be the separate and individual obligation of each of the undersigned.
5. Each of the undersigned represents and warrants that he or she is of the age of majority.
6. Each of the undersigned acknowledges that he or she has read and understood this agreement, and received a copy of it.
7. In the event of the death, bankruptcy or loss of legal capacity of any of the undersigned, an officer of the Club will immediately provide RBC Direct Investing with notice in writing of such event, together with the name (s) and address(es) of the legal representative(s) of such person.
8. The dissolution of the Club, however caused, shall not affect the provisions of this agreement and the rights and powers conferred hereunder may be exercised from time to time to the same extent as though such dissolution had not occurred and all acts and things done or separate exercise of such rights and powers shall be binding upon the Club and each of the undersigned or their heirs, executors, administrators and legal representatives, as the case may be, provided that this agreement may be terminated for the future by a written notice to RBC Direct Investing signed by one of the undersigned or the heirs, executors, administrators or legal representatives of one of the undersigned, but such notice shall be effective only from the time of its receipt by RBC Direct Investing, and notwithstanding such termination RBC Direct Investing may fulfil any and all obligations to third parties which it may have undertaken in the course of dealing with the Club and the rights and powers conferred by this agreement may be exercised for the purpose of performing or completing the performance of any and all obligations of the Club to RBC Direct Investing, the whole to the same extent and with the same effect as though such termination had not taken place.



## INVESTMENT CLUB AGREEMENT (CONTINUED)

9. All obligations of the Club and of each of the undersigned to RBC Direct Investing hereunder shall be joint and several. The undersigned hereby waive any benefit of discussion property of the Club.
10. In this agreement "Securities" shall have the meaning attributed to it in the Securities Act of Ontario, as amended from time to time, and "trading" shall include trading any interest in Securities.
11. For the purposes of this agreement, the signature of each of the undersigned hereto affixed shall, for all purposes, operate and have binding effect as the signature of the Club and also as the signature of the signatory as a separate individual.
12. The parties have specifically requested that this Agreement as well as all other documents relating to this Agreement, including notices, be drafted in English. Les parties aux présentes ont expressément requis que la présente convention de même que tous les documents, y compris tout avis, s'y rattachant, soient rédigés en anglais.
13. This agreement shall enure to the benefit of and be binding upon RBC Direct Investing and each of the undersigned and the respective heirs, executors, administrators, successors and assigns of each.

Dated this	<input type="text"/>	<input type="text"/>	<input type="text"/>
	(Month)	(Day)	(Year)

Does a formal agreement for this investment club exist? ☐ No ☐ Yes

Full Name of Member	Position Title	Date of Birth mm/dd/yyyy	SIN	Citizenship	Signature

being all\* members of an investment club constituted under the name:

\* If insufficient space, attach a separate sheet marked "Schedule A to the Investment Club Account Agreement dated \_\_\_\_\_" for other signatories.

**Note:** To be used in conjunction with the Account Opening Application, and any other relevant form(s).



Direct  
Investing

# RBC Direct Investing Inc.

SCHEDULE A TO THE INVESTMENT CLUB ACCOUNT AGREEMENT DATED

Full Name of Member	Position Title	Date of Birth mm/dd/yyyy	SIN	Citizenship	Signature

RBC Direct Investing Inc. and Royal Bank of Canada are separate corporate entities which are affiliated. RBC Direct Investing Inc. is a wholly owned subsidiary of Royal Bank of Canada and is a Member of the Investment Industry Regulatory Organization of Canada and the Canadian Investor Protection Fund. Royal Bank of Canada and certain of its issuers are related to RBC Direct Investing Inc. RBC Direct Investing Inc. does not provide investment advice or recommendations regarding the purchase or sale of any securities. Investors are responsible for their own investment decisions. RBC Direct Investing is a business name used by RBC Direct Investing Inc. ® / ™ Trademark(s) of Royal Bank of Canada. RBC and Royal Bank are registered trademarks of Royal Bank of Canada. Used under licence. © Royal Bank of Canada 2016. All rights reserved.