



DATE : []
TO : []
ATTENTION : []
FAX : []
FROM : **RBC Capital Markets, LLC**
as agent for
ROYAL BANK OF CANADA
FAX : (212) 428-3053
RBCCM REF : **INDICATIVE TERMS**
RE : **Equity Swap Transaction on []**

Disclosure of Agency Relationship

Royal Bank of Canada (“RBC” or the “Bank”) has appointed as its agent, its indirect wholly-owned subsidiary, RBC Capital Markets, LLC (“RBCCM”), for purposes of conducting on the Bank’s behalf, a business in privately negotiated transactions in options and other derivatives. You hereby are advised that RBC, the principal and stated counterparty in such transactions, duly has authorized RBCCM to market, structure, negotiate, document, price, execute and hedge transactions in over-the-counter derivative products. RBCCM has full, complete and unconditional authority to undertake such activities on behalf of RBC. RBCCM acts solely as agent and has no obligation, by way of issuance, endorsement, guarantee or otherwise with respect to the performance of either party under this Transaction. This Transaction is not insured or guaranteed by RBCCM.

INDICATIVE TERMS

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Transaction entered into between us on the Trade Date specified below (the "Transaction"). This letter agreement constitutes a "Confirmation" as referred to in the ISDA Master Agreement specified below. **Actual terms are subject to confirmation by RBC Capital Markets, LLC which shall be set forth in the final documentation (also a "Confirmation"). The final Confirmation bearing the Trade Date shall supersede all previous Confirmations in respect of this Transaction.**

The definitions and provisions contained in the 2006 ISDA Definitions (the “Swap Definitions”) as published by the International Swaps and Derivatives Association, Inc. ("ISDA") and in the 2002 ISDA Equity Derivatives Definitions (the “Equity Definitions”, and together with the Swap Definitions, the “Definitions”), as published by the ISDA are incorporated into this Confirmation. In the event of any inconsistency between the Swap Definitions and the Equity Definitions, the Equity Definitions shall govern. In the event of any inconsistency between any of the Definitions and provisions and this Confirmation, this Confirmation shall govern.

1. This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement (the "Agreement") dated [] between Royal Bank of Canada ("Party A") and [] ("Party B"). All provisions contained or incorporated by reference in the Agreement govern this Confirmation except as expressly modified below. In the event of any inconsistency between this Confirmation and the Agreement (including any Schedule and Addendum thereto), this Confirmation will govern. In addition, this Confirmation shall itself evidence a complete and binding agreement between you and us as to the terms and conditions of the Transaction to which this Confirmation relates.

2. The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms:

| | |
|--------------------------------|--|
| Trade Date: | [] |
| Effective Date: | [] |
| Termination Date: | [] [, subject to adjustment in accordance with the [] Business Day Convention.] |
| Index: | [] |
| Exchange(s): | [] |
| Related Exchange(s): | All Exchanges |
| [Knock-in Event: | [Applicable] ¹ |
| Knock-in Price: | [] |
| Knock-in Reference Security: | [] |
| Knock-in Determination Day(s): | [] |
| Knock-in Valuation Time: | [] ² |
| [Knock-out Event: | [Applicable] ³ |
| Knock-out Price: | [] |
| Knock-out Reference Security: | [] |

¹ If Knock-in Event is applicable, specify the event or occurrence that will trigger the Knock-in Event. The parties must also specify what exercise, payment or delivery rights or obligations are conditional upon the occurrence of a Knock-in Event.

² Include if Knock-in Event is applicable.

³ If Knock-out Event is applicable, specify the event or occurrence that will trigger the Knock-out Event. The parties must also specify what exercise payment or delivery rights or obligations are conditional upon the non-occurrence of a Knock-out Event.

The information set forth herein reflects indicative terms and conditions. Clients are advised to make an independent review and reach their own conclusions regarding the legal, credit, tax and accounting aspects of this transaction relating to their assets liabilities, or other risk management objectives and risk tolerance. Although the indicative information set forth herein is reflective of the terms under which RBC Capital Markets, LLC believes a transaction might be structured, no assurance can be given that such a transaction could, in fact, be executed at the specific levels indicated.

Knock-out Determination Day(s):

Knock-out Valuation Time: ⁴

Calculation Agent: RBCCM, which is an affiliate of RBC shall be the Calculation Agent, or any successor Calculation Agent thereto appointed by RBCCM. All determinations and calculations of the Calculation Agent shall be binding on the parties hereto in the absence of material manifest error.

Equity Amounts payable by [Party A] [Party B]:

Equity Amount Payer: [Party A][Party B]

Equity Notional Amount: USD

Equity Notional Reset: [Applicable][Not Applicable]

Type of Return: [Price Return] [Total Return]

[Multiplier: ⁵

Initial Price: USD

Final Price: **The level of the Index as of the Valuation Time on the Valuation Date**

Valuation Time: The Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date [or Averaging Date, as applicable].

Valuation Dates:

[Averaging Dates: [In relation to each Valuation Date,]]

Averaging Date Disruption: [Omission][Postponement][Modified Postponement]

Relevant Price: ⁶

[Futures Price Valuation: [Applicable] [Not Applicable]

Exchange-traded Contract: ⁷

⁴ Include if Knock-out Event is applicable.

⁵ Include if applicable.

⁶ Include if Averaging is applicable.

The information set forth herein reflects indicative terms and conditions. Clients are advised to make an independent review and reach their own conclusions regarding the legal, credit, tax and accounting aspects of this transaction relating to their assets liabilities, or other risk management objectives and risk tolerance. Although the indicative information set forth herein is reflective of the terms under which RBC Capital Markets, LLC believes a transaction might be structured, no assurance can be given that such a transaction could, in fact, be executed at the specific levels indicated.

NASDAQ Closing Price: In respect of any Share for which NASDAQ is the Exchange, notwithstanding Sections 1.23(b) and 5.9(b) of the Equity Definitions, the Relevant Price and Final Price, as the case may be, will be the NASDAQ Official Closing Price (NOCP) as of the Valuation Time on the Valuation Date or Averaging Date, as the case may be, as reported in the official price dissemination mechanism for the Exchange

Floating Amounts payable by [Party A] [Party B]:

Floating Amount Payer: [Party A][Party B]

Notional Amount: The Equity Notional Amount

Payment Dates: [Each Cash Settlement Payment Date,] subject to adjustment in accordance with [Modified Following] Business Day Convention.

Floating Rate Option: [USD-LIBOR-BBA]

Designated Maturity: []

Spread: []

Floating Rate Day Count Fraction: []

Reset Dates: [The first day of each Calculation Period]

Business Day: [New York and London]

Settlement Terms:

Cash Settlement: Applicable

Settlement Currency: USD

Cash Settlement Payment Dates: The [third] Currency Business Day immediately following each Valuation Date.

Index Adjustment Events:

Index Modification: [Calculation Agent Adjustment][Negotiated Close-out][Cancellation and Payment]

⁷ Include if Futures Price Valuation is applicable.

The information set forth herein reflects indicative terms and conditions. Clients are advised to make an independent review and reach their own conclusions regarding the legal, credit, tax and accounting aspects of this transaction relating to their assets liabilities, or other risk management objectives and risk tolerance. Although the indicative information set forth herein is reflective of the terms under which RBC Capital Markets, LLC believes a transaction might be structured, no assurance can be given that such a transaction could, in fact, be executed at the specific levels indicated.

Index Cancellation: [Calculation Agent Adjustment][Negotiated Close-out][Cancellation and Payment]

Index Disruption: [Calculation Agent Adjustment][Negotiated Close-out][Cancellation and Payment]

[Determining Party: [Party A]]⁸

Additional Disruption Events:

Change in Law: Applicable

[Hedging Disruption: [Applicable]

Hedging Party: []⁹

[Increased Cost of Hedging: [Applicable]

Hedging Party: []¹⁰

[Loss of Stock Borrow: [Applicable]

Maximum Stock Loan Rate: []

Hedging Party: []¹¹

[Increased Cost of Stock Borrow: [Applicable]

Initial Stock Loan Rate: []

Hedging Party: []¹²

Determining Party: Party A

Non-Reliance: Applicable

Agreements and Acknowledgments Regarding Hedging Activities: Applicable

Index Disclaimer: Applicable

Additional Acknowledgments: Applicable

⁸ Include if Cancellation and Payment is specified as the consequence of any Index Adjustment Event.

⁹ Include if Hedging Disruption is applicable.

¹⁰ Include if Increased Cost of Hedging is applicable.

¹¹ Include if Loss of Stock Borrow is applicable.

¹² Include if Increased Cost of Stock Borrow is applicable.

The information set forth herein reflects indicative terms and conditions. Clients are advised to make an independent review and reach their own conclusions regarding the legal, credit, tax and accounting aspects of this transaction relating to their assets liabilities, or other risk management objectives and risk tolerance. Although the indicative information set forth herein is reflective of the terms under which RBC Capital Markets, LLC believes a transaction might be structured, no assurance can be given that such a transaction could, in fact, be executed at the specific levels indicated.

Acknowledgment of
Indicative Nature:

Party B acknowledges and agrees that the terms set forth herein are indicative and are subject to market conditions as of the date hereof. If due to market conditions at the time of actual hedge execution, Party A's entire hedge cannot be achieved consistent with the indicative terms herein, then Party B acknowledges and agrees that the final terms (i) will vary from those set out herein and (ii) may include an additional payment obligation of Party B to reflect any increased costs to Party A. Actual terms are subject to confirmation by RBC Capital Markets, LLC which shall be set forth in the final documentation. In addition Party A and Party B acknowledge that neither you nor we are bound until we have both agreed to enter into a transaction.

Miscellaneous

[Incorporation of ISDA 2010 Short Form Hire Act Protocol Provisions. The parties agree that the definitions and provisions contained in the Attachment to the 2010 Short Form Hire Act Protocol published on November 30, 2010 by the International Swaps and Derivatives Association, Inc. are incorporated into and apply to the Master Agreement with respect to this Transaction. References in those definitions and provisions to any 'Covered Master Agreement' will be deemed to be references to this Agreement as it applies to this Transaction.]¹³

Representations

[Where the Transaction provides for one or more amounts that may (directly or indirectly) be contingent upon or be determined by reference to a dividend from sources within the United States, then in each case within the meaning of section 871(m) of the United States Internal Revenue Code of 1986, as amended to date, Party B represents that (A) it has not transferred and will not transfer the underlying security or securities to Party A in connection with its entering into the Transaction, and (B) it will not acquire the underlying security or securities from Party A in connection with the termination of the Transaction. Without limiting the foregoing, if Party B is not a Dealer, it further represents that (x) in the event that the opening price on the Transaction is determined by reference to the opening or closing price of the underlying security, securities or index on a given day or given days, it has not in connection with entering into the Transaction, put in a sell order for the underlying security or securities at "market on close" ("MOC") or "market on open ("MOO") prices, respectively, on such day or days, and (y) in the event that the closing price on the Transaction is or will be determined by reference to the opening or closing price of the underlying security, securities, or index on a given day or days, it will not in connection the termination of the Transaction put in a buy order for the underlying security or securities at MOC or MOO, respectively, on such given day or days. For these purposes, a "Dealer" is a broker-

¹³ Include if counterparty is foreign and has not signed up to Protocol

The information set forth herein reflects indicative terms and conditions. Clients are advised to make an independent review and reach their own conclusions regarding the legal, credit, tax and accounting aspects of this transaction relating to their assets liabilities, or other risk management objectives and risk tolerance. Although the indicative information set forth herein is reflective of the terms under which RBC Capital Markets, LLC believes a transaction might be structured, no assurance can be given that such a transaction could, in fact, be executed at the specific levels indicated.

dealer, bank, or other similar financial institution engaged in the business of maintaining a two-way market in swaps and other derivative instruments.]¹⁴

Party B represents that (i) it is not entering into the Transaction on behalf of or for the accounts of any other person or entity, and will not transfer or assign its obligations under the Transaction or any portion of such obligations to any other person or entity except in compliance with applicable laws and the terms of the Transaction; (ii) it is authorized to enter into the Transaction and such action does not violate any laws of its jurisdiction of organization or residence or the terms of any agreement to which it is a party.

3. Account Details

| | |
|------------------------------|---------------|
| Account Details for Party A: | To be advised |
| Account Details for Party B: | Please advise |

¹⁴ Include if counterparty is domestic and has not signed up to the Protocol

The information set forth herein reflects indicative terms and conditions. Clients are advised to make an independent review and reach their own conclusions regarding the legal, credit, tax and accounting aspects of this transaction relating to their assets liabilities, or other risk management objectives and risk tolerance. Although the indicative information set forth herein is reflective of the terms under which RBC Capital Markets, LLC believes a transaction might be structured, no assurance can be given that such a transaction could, in fact, be executed at the specific levels indicated.

Whenever notices or other communications are required to be in writing as provided herein, such notices shall be deemed duly given if given by facsimile with telephone confirmation of receipt or by first class mail, postage prepaid.

Trade Affirmations and Settlements:

RBC Capital Markets, LLC
Attn: Back Office
Three World Financial Center
200 Vesey Street
New York, NY 10281-1021 USA
Facsimile Number: +1-212-858-7033
e-Mail Address: geda@rbccm.com

Trade Confirmations:

RBC Capital Markets, LLC
Attn: Structured Derivatives Documentation
Three World Financial Center
200 Vesey Street
New York, NY 10281-1021 USA
Facsimile Number: +1-212-428-3053
e-Mail Address: SEDDoc@rbccm.com

Any notice or other communication required or permitted to be given to Party A (for matters other than operational matters) with respect to this Confirmation shall be delivered in person or given by facsimile transmission to Party A and its agent, RBC Capital Markets, LLC at the address set forth in the notices provisions in Part 4 of the Master Agreement.

4. Office

For purposes of this Transaction, the Office of Party A is New York.

5. Governing Law

This confirmation shall be governed by and construed in accordance with the laws of []

The information set forth herein reflects indicative terms and conditions. Clients are advised to make an independent review and reach their own conclusions regarding the legal, credit, tax and accounting aspects of this transaction relating to their assets liabilities, or other risk management objectives and risk tolerance. Although the indicative information set forth herein is reflective of the terms under which RBC Capital Markets, LLC believes a transaction might be structured, no assurance can be given that such a transaction could, in fact, be executed at the specific levels indicated.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Confirmation enclosed for that purpose and returning it to us or by sending to us a letter or telex substantially similar to this letter, which letter or telex sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms.

Sincerely yours,

ROYAL BANK OF CANADA
by its agent
RBC Capital Markets, LLC

By: _____
Authorized Signatory
Name:
Title:

Accepted and confirmed as of
the date first above written:

[]

By: _____
Authorized Signatory
Name:
Title:

The information set forth herein reflects indicative terms and conditions. Clients are advised to make an independent review and reach their own conclusions regarding the legal, credit, tax and accounting aspects of this transaction relating to their assets liabilities, or other risk management objectives and risk tolerance. Although the indicative information set forth herein is reflective of the terms under which RBC Capital Markets, LLC believes a transaction might be structured, no assurance can be given that such a transaction could, in fact, be executed at the specific levels indicated.