ROYAL BANK OF CANADA Form FWP August 02, 2018

RBC Capital Markets<sup>®</sup> Filed Pursuant to Rule 433

Registration Statement No. 333-208507

The information in this preliminary terms supplement is not complete and may be changed.

**Preliminary Terms** 

Supplement

Subject to Completion:

Dated August 2, 2018

**Pricing Supplement** 

Dated August \_\_\_, 2018

to the Product

**Prospectus Supplement** No. TP-1, the

**Prospectus Supplement** 

and the Prospectus, Each Dated January 8,

2016

Auto-Callable Contingent Coupon Barrier Notes Linked to the Lesser Performing of Three Equity

Securities, Due August 6, 2020

Royal Bank of Canada

Royal Bank of Canada is offering Auto-Callable Contingent Coupon Barrier Notes (the "Notes") linked to the lesser performing of three equity securities (each, a "Reference Stock" and collectively, the "Reference Stocks"). The Notes offered are senior unsecured obligations of Royal Bank of Canada, will pay a quarterly Contingent Coupon at the rate and under the circumstances specified below, and will have the terms described in the documents described above, as supplemented or modified by this terms supplement.

Chevron Corporation ("CVX") 70.00% of its Initial Stock Price Marathon Petroleum Corporation ("MPC") 70.00% of its Initial Stock Price Exxon Mobil Corporation ("XOM") 70.00% of its Initial Stock Price

\* For each Reference Stock, the Initial Stock Price will be its closing price on the Trade Date.

The Notes do not guarantee any return of principal at maturity. Any payments on the Notes are subject to our credit risk.

Investing in the Notes involves a number of risks. See "Risk Factors" beginning on page PS-5 of the product prospectus supplement dated January 8, 2016, on page S-1 of the prospectus supplement dated January 8, 2016, and "Selected Risk Considerations" beginning on page P-7 of this terms supplement.

The Notes will not constitute deposits insured by the Canada Deposit Insurance Corporation, the U.S. Federal Deposit Insurance Corporation or any other Canadian or U.S. government agency or instrumentality.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the Notes or determined that this terms supplement is truthful or complete. Any representation to the contrary is a criminal offense.

Issuer: Royal Bank of Canada Stock Exchange Listing: None

Trade Date: August 3, 2018 **Principal Amount:** \$1,000 per Note Issue Date: August 8, 2018 Maturity Date: August 6, 2020

**Observation Dates:** Quarterly, as set forth below. Coupon Payment Dates: Quarterly, as set forth below

Valuation Date: Contingent Coupon Rate: 12.10% per annum August 3, 2020

Contingent Coupon:

If the closing price of each Reference Stock is greater than or equal to its Coupon Barrier on the applicable Observation Date, we will pay the Contingent Coupon applicable to the corresponding Observation Date. You may not receive any Contingent

Coupons during the term of the Notes.

If the Notes are not previously called, we will pay you at maturity an amount based on

the Final Stock Price of the Lesser Performing Reference Stock:

For each \$1,000 in principal amount, \$1,000 plus the Contingent Coupon at maturity, unless the Final Stock Price of the Lesser Performing Reference Stock is less than its

Trigger Price.

Payment at Maturity (if held to maturity):

If the Final Stock Price of the Lesser Performing Reference Stock is less than its Trigger Price, then the investor will receive at maturity, for each \$1,000 in principal amount, the number of shares of the Lesser Performing Reference Stock equal to the Physical Delivery Amount, or at our election, the cash value of those shares.

Investors in the Notes could lose some or all of their principal amount if the Final Stock

Price of the Lesser Performing Reference Stock is below its Trigger Price.

Physical Delivery Amount:

For each \$1,000 principal amount, a number of shares of the Lesser Performing

Reference Stock equal to the principal amount divided by its Initial Stock Price, subject

to adjustment as described in the product prospectus supplement.

Lesser Performing Reference Stock:

Call Feature:

The Reference Stock with the lowest Reference Stock Return.

If the closing price of each Reference Stock is greater than or equal to its Initial Stock

Price on any Observation Date, the Notes will be automatically called for 100% of their

principal amount, plus the Contingent Coupon applicable to the corresponding

Observation Date.

Call Settlement Dates: The Coupon Payment Date corresponding to that Observation Date.

Final Stock Price: For each Reference Stock, its closing price on the Valuation Date.

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	Per Note	Total
Price to public <sup>(1)</sup>	100.00%	\$
Underwriting discounts and commissions $^{(1)}$	2.25%	\$
Proceeds to Royal Bank of Canada	97.75%	\$

<sup>(1)</sup>Certain dealers who purchase the Notes for sale to certain fee-based advisory accounts may forego some or all of their underwriting discount or selling concessions. The public offering price for investors purchasing the Notes in these accounts may be between \$977.50 and \$1,000 per \$1,000 in principal amount.

The initial estimated value of the Notes as of the date of this terms supplement is \$962.20 per \$1,000 in principal amount, which is less than the price to public. The final pricing supplement relating to the Notes will set forth our estimate of the initial value of the Notes as of the Trade Date, which will not be less than \$932.20 per \$1,000 in principal amount. The actual value of the Notes at any time will reflect many factors, cannot be predicted with accuracy, and may be less than this amount. We describe our determination of the initial estimated value in more detail below.

If the Notes priced on the date of this terms supplement, RBC Capital Markets, LLC, which we refer to as RBCCM, acting as agent for Royal Bank of Canada, would receive a commission of approximately \$22.50 per \$1,000 in principal amount of the Notes and would use a portion of that commission to allow selling concessions to other dealers of up to approximately \$22.50 per \$1,000 in principal amount of the Notes. The other dealers may forgo, in their sole discretion, some or all of their selling concessions. See "Supplemental Plan of Distribution (Conflicts of Interest)" below.

Auto-Callable Contingent Coupon Barrier Notes Linked to the Lesser Performing of Three Equity Securities Royal Bank of Canada

#### **SUMMARY**

The information in this "Summary" section is qualified by the more detailed information set forth in this terms supplement, the prospectus supplement, the prospectus supplement, and the prospectus.

This terms supplement relates to an offering of Auto-Callable Contingent Coupon Barrier

General: Notes (the "Notes") linked to the lesser performing of three equity securities (the "Reference

Stocks").

Issue: Royal Bank of Canada ("Royal Bank")
Issue: Senior Global Medium-Term Notes, Series G

Trade Date: August 3, 2018
Issue Date: August 8, 2018

Term: Approximately two (2) years

Denominations: Minimum denomination of \$1,000, and integral multiples of \$1,000 thereafter.

Designated Currency: U.S. Dollars

We will pay you a Contingent Coupon during the term of the Notes, periodically in arrears

on each Coupon Payment Date, under the conditions described below:

· If the closing price of each Reference Stock is greater than or equal to its Coupon Barrier on the applicable Observation Date, we will pay the Contingent Coupon applicable

to that Observation Date.

Contingent Coupon:

. If the closing price of any of the Reference Stocks is less than its Coupon Barrier on

the applicable Observation Date, we will not pay you the Contingent Coupon applicable to

that Observation Date.

You may not receive a Contingent Coupon for one or more quarterly periods during the

term of the Notes.

Contingent Coupon Rate: 12.10% per annum (3.025% per quarter)

Observation Dates: Quarterly, on November 5, 2018, February 4, 2019, May 3, 2019, August 5, 2019,

November 4, 2019, February 3, 2020, May 4, 2020 and the Valuation Date.

The Contingent Coupon, if applicable, will be paid quarterly on November 8, 2018,

Coupon Payment Dates: February 7, 2019, May 9, 2019, August 8, 2019, November 7, 2019, February 6, 2020, May

7, 2020 and the Maturity Date.

The record date for each Coupon Payment Date will be the date one business day prior to

Record Dates: that scheduled Coupon Payment Date; provided, however, that any Contingent Coupon

payable at maturity or upon a call will be payable to the person to whom the payment at

maturity or upon the call, as the case may be, will be payable.

Call Feature: If, on any Observation Date, the closing price of each Reference Stock is greater than or

equal to its Initial Stock Price, then the Notes will be automatically called.

If the Notes are automatically called, then, on the applicable Call Settlement Date, for each

Payment if Called: \$1,000 principal amount, you will receive \$1,000 plus the Contingent Coupon otherwise

due on that Call Settlement Date.

Call Settlement Dates:

If the Notes are called on any Observation Date, the Call Settlement Date will be the

Coupon Payment Date corresponding to that Observation Date.

Valuation Date: August 3, 2020 Maturity Date: August 6, 2020

Initial Stock Price: For each Reference Stock, its closing price on the Trade Date. For each Reference Stock, its closing price on the Valuation Date.

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Auto-Callable Contingent Coupon Barrier Notes Linked to the Lesser Performing of Three Equity Securities Royal Bank of Canada

**Trigger Price** 

and

For each Reference Stock, 70.00% of its Initial Stock Price.

Coupon Barrier:

If the Notes are not previously called, we will pay you at maturity an amount based on the Final Stock Price of the Lesser Performing Reference Stock:

· If the Final Stock Price of the Lesser Performing Reference Stock is greater than or equal to its Trigger Price, we will pay you a cash payment equal to the principal amount plus the Contingent Coupon otherwise due on the Maturity Date.

Payment at Maturity (if not previously called and

held to

maturity):

If the Final Stock Price of the Lesser Performing Reference Stock is below its Trigger Price, you will receive at maturity, for each \$1,000 in principal amount, the number of shares of the Lesser Performing Reference Stock equal to the Physical Delivery Amount, or at our election, the Cash Delivery Amount. If we elect to deliver shares of the Lesser Performing Reference Stock, fractional shares will be paid in cash.

The value of the cash or shares that you receive will be less than your principal amount, if anything, resulting in a loss that is proportionate to the decline of the Lesser Performing Reference Stock from the Trade Date to the Valuation Date. Investors in the Notes will lose some or all of their principal amount if

the Final Stock Price of the Lesser Performing Reference Stock is less than its Trigger Price.

For each \$1,000 in principal amount, a number of shares of the Lesser Performing Reference Stock equal to the principal amount divided by its Initial Stock Price, subject to adjustment as described in the product prospectus supplement. If this number is not a round number, then the number of shares of the

Delivery product prospectus supplement. If this number is not a round number, then the number of shares of the Amount: Lesser Performing Reference Stock to be delivered will be rounded down and the fractional part shall be

paid in cash.

Cash Delivery

Physical

The product of the Physical Delivery Amount multiplied by the Final Stock Price of the Lesser

Performing Reference Stock.

Amount: Reference

With respect to each Reference Stock: Final Stock Price – Initial Stock Price

Return: Initial Stock Price

Lesser

Stock

Performing Reference

The Reference Stock with the lowest Reference Stock Return.

Stock: Market

The occurrence of a market disruption event (or a non-trading day) as to any of the Reference Stocks will result in the postponement of an Observation Date or the Valuation Date as to that Reference Stock, as described in the product prospectus supplement, but not to any non-affected Reference Stock.

Disruption Events: Calculation

RBC Capital Markets, LLC ("RBCCM")

Agent: U.S. Tax

U.S. Tax By purchasing a Note, each holder agrees (in the absence of a change in law, an administrative Treatment: determination or a judicial ruling to the contrary) to treat the Notes as a callable pre-paid contingent

income-bearing derivative contract linked to the Reference Stocks for U.S. federal income tax purposes. However, the U.S. federal income tax consequences of your investment in the Notes are uncertain and the Internal Revenue Service could assert that the Notes should be taxed in a manner that is different

from that described in the preceding sentence. Please see the section below, "Supplemental Discussion of U.S. Federal Income Tax Consequences," and the discussion (including the opinion of our counsel Morrison & Foerster LLP) in the product prospectus supplement dated January 8, 2016 under "Supplemental Discussion of U.S. Federal Income Tax Consequences," which apply to the Notes.

Secondary Market:

RBCCM (or one of its affiliates), though not obligated to do so, may maintain a secondary market in the Notes after the Issue Date. The amount that you may receive upon sale of your Notes prior to maturity

may be less than the principal amount.

Listing: The Notes will not be listed on any securities exchange.

Settlement: DTC global (including through its indirect participants Euroclear and Clearstream, Luxembourg as

described under "Description of Debt Securities—Ownership and Book-Entry Issuance" in the prospectus

dated January 8, 2016).

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Auto-Callable Contingent Coupon Barrier Notes Linked to the Lesser Performing of Three Equity Securities Royal Bank of Canada

Terms
Incorporated in the Master

Note:

All of the terms appearing above the item captioned "Secondary Market" on the cover page and pages P-2 and P-3 of this terms supplement and the terms appearing under the caption "General Terms of the Notes" in the product prospectus supplement dated January 8, 2016, as modified by this terms supplement. In addition to those terms, the following two sentences are also so incorporated into the master note: RBC confirms that it fully understands and is able to calculate the effective annual rate of interest applicable to the Notes based on the methodology for calculating per annum rates provided for in the Notes. RBC irrevocably agrees not to plead or assert Section 4 of the Interest Act (Canada), whether by way of defense or otherwise, in any proceeding relating to the Notes.

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Auto-Callable Contingent Coupon Barrier Notes Linked to the Lesser Performing of Three Equity Securities Royal Bank of Canada

#### ADDITIONAL TERMS OF YOUR NOTES

You should read this terms supplement together with the prospectus dated January 8, 2016, as supplemented by the prospectus supplement dated January 8, 2016 and the product prospectus supplement dated January 8, 2016, relating to our Senior Global Medium-Term Notes, Series G, of which these Notes are a part. Capitalized terms used but not defined in this terms supplement will have the meanings given to them in the product prospectus supplement. In the event of any conflict, this terms supplement will control. The Notes vary from the terms described in the product prospectus supplement in several important ways. You should read this terms supplement carefully. This terms supplement, together with the documents listed below, contains the terms of the Notes and supersedes all prior or contemporaneous oral statements as well as any other written materials including preliminary or indicative pricing terms, correspondence, trade ideas, structures for implementation, sample structures, brochures or other educational materials of ours. You should carefully consider, among other things, the matters set forth in "Risk Factors" in the prospectus supplement dated January 8, 2016 and in the product prospectus supplement dated January 8, 2016, as the Notes involve risks not associated with conventional debt securities. We urge you to consult your investment, legal, tax, accounting and other advisors before you invest in the Notes. You may access these documents on the Securities and Exchange Commission (the "SEC") website at www.sec.gov as follows (or if that address has changed, by reviewing our filings for the relevant date on the SEC website):

Prospectus dated January 8, 2016:

http://www.sec.gov/Archives/edgar/data/1000275/000121465916008810/j18160424b3.htm

Prospectus Supplement dated January 8, 2016:

http://www.sec.gov/Archives/edgar/data/1000275/000121465916008811/p14150424b3.htm

Product Prospectus Supplement dated January 8, 2016:

https://www.sec.gov/Archives/edgar/data/1000275/000114036116047446/form424b5.htm

Our Central Index Key, or CIK, on the SEC website is 1000275. As used in this terms supplement, "we," "us," or "our" refers to Royal Bank of Canada.

Royal Bank of Canada has filed a registration statement (including a product prospectus supplement, a prospectus supplement, and a prospectus) with the SEC for the offering to which this terms supplement relates. Before you invest, you should read those documents and the other documents relating to this offering that we have filed with the SEC for more complete information about us and this offering. You may obtain these documents without cost by visiting EDGAR on the SEC website at www.sec.gov. Alternatively, Royal Bank of Canada, any agent or any dealer participating in this offering will arrange to send you the product prospectus supplement, the prospectus supplement and the prospectus if you so request by calling toll-free at 1-877-688-2301.

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Auto-Callable Contingent Coupon Barrier Notes Linked to the Lesser Performing of Three Equity Securities Royal Bank of Canada

#### HYPOTHETICAL EXAMPLES

The table set out below is included for illustration purposes only. The table illustrates the Payment at Maturity of the Notes (including the final Contingent Coupon, if payable) for a hypothetical range of performance for the Lesser Performing Reference Stock, assuming the following terms and that the Notes are not automatically called prior to maturity:

Hypothetical Initial Stock Price: \$100.00\*

Hypothetical Trigger Price and Coupon Barrier: \$70.00, which is 70.00% of the hypothetical Initial Stock Price

Contingent Coupon Rate: 12.10% per annum (or 3.025% per quarter)

Contingent Coupon Amount: \$30.25 per quarter

Observation Dates: Quarterly
Principal Amount: \$1,000 per Note

<sup>\*</sup> The hypothetical Initial Stock Price of \$100 used in the examples below has been chosen for illustrative purposes only and does not represent the expected actual Initial Stock Price of any Reference Stock. The actual Initial Stock Price for each Reference Stock will be set forth on the cover page of the final pricing supplement relating to the Notes. We make no representation or warranty as to which of the Reference Stocks will be the Lesser Performing Reference Stock. It is possible that the Final Stock Price of each Reference Stock will be less than its Initial Stock Price.

Hypothetical Final Stock Price of the Lesser Performing Reference Stock	Percentage Change of the Lesser Performing Reference Stock	Payment at Maturity (assuming that the Notes were not previously called)	Physical Delivery Amount as Number of Shares of the Lesser Performing Reference Stock	Cash Delivery Amount
\$200.00	100.00%	\$1,030.25*	n/a	n/a
\$190.00	90.00%	\$1,030.25*	n/a	n/a
\$180.00	80.00%	\$1,030.25*	n/a	n/a
\$170.00	70.00%	\$1,030.25*	n/a	n/a
\$150.00	50.00%	\$1,030.25*	n/a	n/a
\$140.00	40.00%	\$1,030.25*	n/a	n/a
\$125.00	25.00%	\$1,030.25*	n/a	n/a
\$120.00	20.00%	\$1,030.25*	n/a	n/a
\$110.00	10.00%	\$1,030.25*	n/a	n/a
\$100.00	0.00%	\$1,030.25*	n/a	n/a
\$90.00	-10.00%	\$1,030.25*	n/a	n/a
\$80.00	-20.00%	\$1,030.25*	n/a	n/a
\$70.00	-30.00%	\$1,030.25*	n/a	n/a
\$69.99	-30.01%	Physical or Cash Delivery	10	\$699.90

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		Amount		
\$60.00	-40.00%	Physical or Cash Delivery Amount	10	\$600.00
\$50.00	-50.00%	Physical or Cash Delivery Amount	10	\$500.00
\$40.00	-60.00%	Physical or Cash Delivery Amount	10	\$400.00
\$30.00	-70.00%	Physical or Cash Delivery Amount	10	\$300.00
\$20.00	-80.00%	Physical or Cash Delivery Amount	10	\$200.00
\$10.00	-90.00%	Physical or Cash Delivery Amount	10	\$100.00
\$0.00	-100.00%	Physical or Cash Delivery Amount	10	\$0.00

<sup>\*</sup>Including the final Contingent Coupon, if payable.

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Auto-Callable Contingent Coupon Barrier Notes Linked to the Lesser Performing of Three Equity Securities Royal Bank of Canada

Hypothetical Examples of Amounts Payable at Maturity

The following hypothetical examples illustrate how the payments at maturity set forth in the table above are calculated, assuming the Notes have not been called.

Example 1: The price of the Lesser Performing Reference Stock increases by 25% from the Initial Stock Price of \$100.00 to its Final Stock Price of \$125.00. Because the Final Stock Price of the Lesser Performing Reference Stock is greater than its Trigger Price and its Coupon Barrier, the investor receives at maturity, in addition to the final Contingent Coupon otherwise due on the Notes, a cash payment of \$1,000 per Note, despite the 25% appreciation in the price of the Lesser Performing Reference Stock.

Example 2: The price of the Lesser Performing Reference Stock decreases by 10% from the Initial Stock Price of \$100.00 to its Final Stock Price of \$90.00. Because the Final Stock Price of the Lesser Performing Reference Stock is greater than its Trigger Price and its Coupon Barrier, the investor receives at maturity, in addition to the final Contingent Coupon otherwise due on the Notes, a cash payment of \$1,000 per Note, despite the 10% decline in the price of the Lesser Performing Reference Stock.

Example 3: The price of the Lesser Performing Reference Stock decreases by 50% from the Initial Stock Price of \$100.00 to its Final Stock Price of \$50.00. Because the Final Stock Price of the Lesser Performing Reference Stock is less than its Trigger Price and its Coupon Barrier, the final Contingent Coupon will not be payable on the Maturity Date, and the investor receives 10 shares of the Lesser Performing Reference Stock at maturity, or at our option, the Cash Delivery Amount, calculated as follows:

Physical Delivery Amount x Final Stock Price of the Lesser Performing Reference Stock = 10 x \$50 = \$500.00

\* \* \*

The Payments at Maturity shown above are entirely hypothetical; they are based on prices of the Reference Stocks that may not be achieved on the Valuation Date and on assumptions that may prove to be erroneous. The actual market value of your Notes on the Maturity Date or at any other time, including any time you may wish to sell your Notes, may bear little relation to the hypothetical Payments at Maturity shown above, and those amounts should not be viewed as an indication of the financial return on an investment in the Notes.

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Auto-Callable Contingent Coupon Barrier Notes Linked to the Lesser Performing of Three Equity Securities Royal Bank of Canada

#### SELECTED RISK CONSIDERATIONS

An investment in the Notes involves significant risks. Investing in the Notes is not equivalent to investing directly in the Reference Stocks. These risks are explained in more detail in the section "Risk Factors" in the product prospectus supplement. In addition to the risks described in the prospectus supplement and the product prospectus supplement, you should consider the following:

Principal at Risk — Investors in the Notes could lose all or a substantial portion of their principal amount if there is a decline in the trading price of the Lesser Performing Reference Stock between the Trade Date and the Valuation Date. If the Notes are not automatically called and the Final Stock Price of the Lesser Performing Reference Stock on the Valuation Date is less than its Trigger Price, the value of the shares of the Lesser Performing Reference Stock or cash that you receive at maturity will represent a loss of your principal that is proportionate to the decline in the closing price of the Lesser Performing Reference Stock from the Trade Date to the Valuation Date. If you receive shares of the Lesser Performing Reference Stock, their value could decrease between the Valuation Date and the Maturity Date. Any Contingent Coupons received on the Notes prior to the Maturity Date may not be sufficient to compensate for any such loss.

The Notes Are Subject to an Automatic Call — If on any Observation Date, the closing price of each Reference Stock is greater than or equal to its Initial Stock Price, then the Notes will be automatically called. If the Notes are automatically called, then, on the applicable Call Settlement Date, for each \$1,000 in principal amount, you will receive \$1,000 plus the Contingent Coupon otherwise due on the applicable Call Settlement Date. You will not receive any Contingent Coupons after the Call Settlement Date. You may be unable to reinvest your proceeds from the automatic call in an investment with a return that is as high as the return on the Notes would have been if they had not been called.

You May Not Receive Any Contingent Coupons — We will not necessarily make any coupon payments on the Notes. If the closing price of any of the Reference Stocks on an Observation Date is less than its Coupon Barrier, we will not pay you the Contingent Coupon applicable to that Observation Date. If the closing price of any of the Reference Stocks is less than its Coupon Barrier on each of the Observation Dates and on the Valuation Date, we will not pay you any Contingent Coupons during the term of, and you will not receive a positive return on your Notes. Generally, this non-payment of the Contingent Coupon coincides with a period of greater risk of principal loss on your Notes. Accordingly, if we do not pay the Contingent Coupon on the Maturity Date, you will also incur a loss of principal, because the Final Stock Price of the Lesser Performing Reference Stock will be less than its Trigger Price. The Notes Are Linked to the Lesser Performing Reference Stock, Even if the Other Reference Stocks Perform Better — If any of the Reference Stocks has a Final Stock Price that is less than its Trigger Price, your return will be linked to the lesser performing of the three Reference Stocks. Even if the Final Stock Prices of the other Reference Stocks have increased compared to their respective Initial Stock Prices, or have experienced a decrease that is less than that of the Lesser Performing Reference Stock, your return will only be determined by reference to the performance of the Lesser Performing Reference Stock, regardless of the performance of the other Reference Stocks. Because each Reference Stock Issuer operates in the same industry, they may each experience simultaneous and significant declines due to adverse conditions in that industry.

·Your Payment on the Notes Will Be Determined by Reference to Each Reference Stock Individually, Not to a Basket, and the Payment at Maturity Will Be Based on the Performance of the Lesser Performing Reference Stock — The Payment at Maturity will be determined only by reference to the performance of the Lesser Performing Reference Stock, regardless of the performance of the other Reference Stocks. The Notes are not linked to a weighted basket, in which the risk may be mitigated and diversified among each of the basket components. For example, in the case of notes linked to a weighted basket, the return would depend on the weighted aggregate performance of the

basket components reflected as the basket return. As a result, the depreciation of one basket component could be mitigated by the appreciation of the other basket components, as scaled by the weighting of that basket component. However, in the case of the Notes, the individual performance of each of the Reference Stocks would not be combined, and the depreciation of one Reference Stock would not be mitigated by any appreciation of the other Reference Stocks. Instead, your return will depend solely on the Final Stock Price of the Lesser Performing Reference Stock.

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Auto-Callable Contingent Coupon Barrier Notes Linked to the Lesser Performing of Three Equity Securities Royal Bank of Canada

The Call Feature and the Contingent Coupon Feature Limit Your Potential Return — The return potential of the Notes is limited to the pre-specified Contingent Coupon Rate, regardless of the appreciation of the Reference Stocks. In addition, the total return on the Notes will vary based on the number of Observation Dates on which the Contingent Coupon becomes payable prior to maturity or an automatic call. Further, if the Notes are called due to the Call Feature, you will not receive any Contingent Coupons or any other payment in respect of any Observation Dates after the applicable Call Settlement Date. Since the Notes could be called as early as the first Observation Date, the total return on the Notes could be minimal. If the Notes are not called, you may be subject to the full downside performance of the Lesser Performing Reference Stock even though your potential return is limited to the Contingent Coupon Rate. As a result, the return on an investment in the Notes could be less than the return on a direct investment in the Reference Stocks.

Your Return May Be Lower than the Return on a Conventional Debt Security of Comparable Maturity — The return that you will receive on the Notes, which could be negative, may be less than the return you could earn on other investments. Even if your return is positive, your return may be less than the return you would earn if you bought a conventional senior interest bearing debt security of Royal Bank.

Payments on the Notes Are Subject to Our Credit Risk, and Changes in Our Credit Ratings Are Expected to Affect the Market Value of the Notes — The Notes are our senior unsecured debt securities. As a result, your receipt of any Contingent Coupons, if payable, and the amount due on any relevant payment date is dependent upon our ability to repay its obligations on the applicable payment dates. This will be the case even if the prices of the Reference Stocks increase after the Trade Date. No assurance can be given as to what our financial condition will be during the term of the Notes.

There May Not Be an Active Trading Market for the Notes-Sales in the Secondary Market May Result in Significant Losses — There may be little or no secondary market for the Notes. The Notes will not be listed on any securities exchange. RBCCM and our other affiliates may make a market for the Notes; however, they are not required to do so. RBCCM or any other affiliate of ours may stop any market-making activities at any time. Even if a secondary market for the Notes develops, it may not provide significant liquidity or trade at prices advantageous to you. We expect that transaction costs in any secondary market would be high. As a result, the difference between bid and asked prices for your Notes in any secondary market could be substantial.

·The Initial Estimated Value of the Notes Will Be Less than the Price to the Public — The initial estimated value set forth on the cover page and that will be set forth in the final pricing supplement for the Notes does not represent a minimum price at which we, RBCCM or any of our affiliates would be willing to purchase the Notes in any secondary market (if any exists) at any time. If you attempt to sell the Notes prior to maturity, their market value may be lower than the price you paid for them and the initial estimated value. This is due to, among other things, changes in the prices of the Reference Stocks, the borrowing rate we pay to issue securities of this kind, and the inclusion in the price to the public of the underwriting discount and the estimated costs relating to our hedging of the Notes. These factors, together with various credit, market and economic factors over the term of the Notes, are expected to reduce the price at which you may be able to sell the Notes in any secondary market and will affect the value of the Notes in complex and unpredictable ways. Assuming no change in market conditions or any other relevant factors, the price, if any, at which you may be able to sell your Notes prior to maturity may be less than your original purchase price, as any such sale price would not be expected to include the underwriting discount and the hedging costs relating to the Notes. In addition to bid-ask spreads, the value of the Notes determined by RBCCM for any secondary market price is expected to be based on the secondary rate rather than the internal funding rate used to price the Notes and determine the initial estimated value. As a result, the secondary price will be less than if the internal funding rate was used. The Notes are not designed to be short-term trading instruments. Accordingly, you

should be able and willing to hold your Notes to maturity.

The Initial Estimated Value of the Notes on the Cover Page of this Terms Supplement and that We Will Provide in the Final Pricing Supplement Are Estimates Only, Calculated as of the Time the Terms of the Notes Are Set — The initial estimated value of the Notes will be based on the value of our obligation to make the payments on the Notes, together with the mid-market value of the derivative embedded in the terms of the Notes. See "Structuring the Notes"

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	(ii)	Shared power to vo	te or to di	irect t	he v	rote	
Ltd.:		Templeton Asset Man	nagement 99,160				
Limited:		Templeton Global Ad	dvisors 38 <b>,</b> 560				
	(iii)	Sole power to disp	ose or to d	direct	the	disposition	of
Inc.:		Franklin Resources,		0			
Johnson:		Charles B.				0	
Jr.:		Rupert H. Johnson,		0			

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Templeton Global Advisors

Limited: 70,144,710

Templeton Investment Counsel,

LLC: 2,190,560

Franklin Templeton Investment Management

Limited: 1,281,939

Templeton Asset Management

Ltd.: 1,156,843

Franklin Templeton Investments

Corp.: 944,056

Inc.: 722,184

Franklin Advisers,

Franklin Templeton Investments Australia

Limited: 552,152

Franklin Templeton Investments (Asia)

Ltd.: 157,593

Franklin Templeton Investment Trust Management Co., Ltd: 38,340

(iv) Shared power to dispose or to direct the disposition of  $\frac{[2]}{[2]}$ 

Templeton Investment Counsel, LLC: 139,120

Templeton Asset Management Ltd.: 99,160

[2] One or more of the investment management contracts that relates to these securities

provides that the applicable FRI affiliate share investment power over the securities

held in the applicable account(s) with another unaffiliated entity. The securities

held in any such account(s) are less than 5% of the outstanding shares of the class.

In addition, FRI does not believe that any such contract causes such client or  $% \left( 1\right) =\left( 1\right) +\left( 1\right) +\left($ 

unaffiliated entity to be part of a group with FRI or any FRI affiliate within the  $\,$ 

meaning of Rule 13d 5 under the Act.

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Item 5. Ownership of Five Percent or Less of a Class

If this statement is being filed to report the fact that as of the date hereof

 $$\operatorname{the}$  reporting person has ceased to be the beneficial owner of more than five

percent of the class of securities,

check the following [ ]. Not Applicable

Item 6. Ownership of More than Five Percent on Behalf of Another Person

The clients of the Investment Management Subsidiaries, including investment

companies registered under the Investment Company  $\operatorname{Act}$  of 1940 and other managed

accounts, have the right to receive or power to direct the receipt of dividends

from, and the proceeds from the sale of, the securities reported herein.

 $\label{eq:theorem} \mbox{Templeton Growth Fund, Inc. an investment company registered} \\ \mbox{under the}$ 

Investment Company Act of 1940, has an interest in 34,074,190 shares, or 5.1%,

of the class of securities reported herein.

Item 7. Identification and Classification of the Subsidiary Which Acquired the Security

Being Reported on By the Parent Holding Company

See Attached Exhibit C

Item 8. Identification and Classification of Members of the Group

Not Applicable

Item 9. Notice of Dissolution of Group

Not Applicable

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Item 10. Certification

By signing below I certify that, to the best of my knowledge and belief, the securities

referred to above were acquired and are held in the ordinary course of business and were

not acquired and are not held for the purpose of or with the effect of changing or  $\ensuremath{\mathsf{changing}}$ 

influencing the control of the issuer of the securities and were not acquired and are not

held in connection with or as a participant in any transaction having that purpose or

effect.

This report shall not be construed as an admission by the persons filing the report that  $\ensuremath{\mathcal{C}}$ 

they are the beneficial owner of any securities covered by this report.

Exhibits.

Exhibit A Joint Filing Agreement

Exhibit B Limited Powers of Attorney for Section 13 Reporting Obligations

Exhibit C Item 7 Identification and Classification of Subsidiaries

#### SIGNATURE

After reasonable inquiry and to the best of  $my\ knowledge$  and belief, I certify that the

information set forth in this statement is true, complete and correct.

Dated: March 9, 2016

Franklin Resources, Inc.

Charles B. Johnson

Rupert H. Johnson, Jr.

By: /s/MARIA GRAY

Maria Gray

Vice President and Secretary of Franklin Resources, Inc.

Attorney in Fact for Charles B. Johnson pursuant to Power of Attorney attached to

this Schedule 13G

Attorney in Fact for Rupert H. Johnson, Jr. pursuant to Power of Attorney

attached to this Schedule 13G

Templeton Global Advisors Limited

By: /s/MICHELLE B. DAVILA

Michelle B. Davila
Secretary of Templeton Global Advisors Limited

Templeton Growth Fund, Inc.

By: /s/LORI A. WEBER

Lori A. Weber

Vice President and Secretary of Templeton Growth Fund, Inc.

CUSIP NO. 165167107 13G Page 12 of 15 EXHIBIT A JOINT FILING AGREEMENT In accordance with Rule 13d 1(k) under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with each other of the attached statement on Schedule 13G and to all amendments to such statement and that such statement and all amendments to such statement are made on behalf of each of them. IN WITNESS WHEREOF, the undersigned have executed this agreement on March 9, 2016. Franklin Resources, Inc. Charles B. Johnson

Rupert H. Johnson, Jr.

By: /s/MARIA GRAY Maria Gray Vice President and Secretary of Franklin Resources, Inc. Attorney in Fact for Charles B. Johnson pursuant to Power of Attorney attached to this Schedule 13G Attorney in Fact for Rupert H. Johnson, Jr. pursuant to Power of Attorney attached to this Schedule 13G Templeton Global Advisors Limited By: /s/MICHELLE B. DAVILA Michelle B. Davila Secretary of Templeton Global Advisors Limited

Templeton Growth Fund, Inc.

By: /s/LORI A. WEBER

Lori A. Weber

Vice President and Secretary of Templeton Growth Fund, Inc.

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EXHIBIT B

#### LIMITED POWER OF ATTORNEY

FOR

# SECTION 13 REPORTING OBLIGATIONS

 $$\operatorname{Know}$$  all by these presents, that the undersigned hereby makes, constitutes and

appoints each of Robert Rosselot and Maria Gray, each acting individually, as the  $\ensuremath{\mathsf{R}}$ 

undersigned's true and lawful attorney in fact, with full power and authority as  $\frac{1}{2}$ 

hereinafter described on behalf of and in the name, place and stead of the undersigned

to:

(1) prepare, execute, acknowledge, deliver and file Schedules 13D and 13G (including

any amendments thereto or any related documentation) with the United States Securities

and Exchange Commission, any national securities exchanges and Franklin Resources, Inc.,  $\,$ 

a Delaware corporation (the "Reporting Entity"), as considered necessary or advisable

under Section 13 of the Securities Exchange  $\operatorname{Act}$  of 1934 and the rules and regulations

promulgated thereunder, as amended from time to time (the "Exchange Act"); and

(2) perform any and all other acts which in the discretion of such attorney in fact

are necessary or desirable for and on behalf of the undersigned in connection with the  $\ensuremath{\mathsf{connection}}$ 

foregoing.

The undersigned acknowledges that:

(1) this Limited Power of Attorney authorizes, but does not require, each such

attorney in fact to act in their discretion on information provided to such attorney in fact without independent verification of such information;

(2) any documents prepared and/or executed by either such attorney in fact on behalf of

the undersigned pursuant to this Limited Power of Attorney will be in such form and will

contain such information and disclosure as such attorney in fact, in his or her

discretion, deems necessary or desirable;

(3) neither the Reporting Entity nor either of such attorneys in fact assumes (i) any

liability for the undersigned's responsibility to comply with the requirements of the

Exchange Act or (ii) any liability of the undersigned for any failure to comply with such

requirements; and

(4) this Limited Power of Attorney does not relieve the undersigned from responsibility

for compliance with the undersigned's obligations under the Exchange Act, including

without limitation the reporting requirements under Section 13 of the Exchange Act.

The undersigned hereby gives and grants each of the foregoing attorneys in fact full

power and authority to do and perform all and every act and thing whatsoever requisite,

 $% \left( 1\right) =\left( 1\right) +\left( 1\right) +\left($ 

intents and purposes as the undersigned might or could do if present, hereby ratifying

all that each such attorney in fact of, for and on behalf of the undersigned, shall

lawfully do or cause to be done by virtue of this Limited Power of Attorney.

This Limited Power of Attorney shall remain in full force and effect until revoked by

the undersigned in a signed writing delivered to each such attorney in fact.

Attoi	IN WITNESS	WHEREOF,	the unde	rsigned h	as caused	this Limited	Power of
	executed as	s of this_	30th		day of	April	, 2007
						<u>/s/Char</u>	cles B. Johnson
						Signatu	ıre
						Charles	B. Johnson
						Print N	Jame

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#### LIMITED POWER OF ATTORNEY

FOR

#### SECTION 13 REPORTING OBLIGATIONS

 $$\operatorname{Know}$$  all by these presents, that the undersigned hereby makes, constitutes and

appoints each of Robert Rosselot and Maria Gray, each acting individually, as the

undersigned's true and lawful attorney in fact, with full power and authority as  $\frac{1}{2}$ 

hereinafter described on behalf of and in the name, place and stead of the undersigned

to:

(1) prepare, execute, acknowledge, deliver and file Schedules 13D and 13G (including

any amendments thereto or any related documentation) with the United States Securities

and Exchange Commission, any national securities exchanges and Franklin Resources, Inc.,

a Delaware corporation (the "Reporting Entity"), as considered necessary or advisable

under Section 13 of the Securities Exchange  $\operatorname{Act}$  of 1934 and the rules and regulations

promulgated thereunder, as amended from time to time (the "Exchange Act"); and

(2) perform any and all other acts which in the discretion of such attorney in fact

are necessary or desirable for and on behalf of the undersigned in connection with the

foregoing.

The undersigned acknowledges that:

(1) this Limited Power of Attorney authorizes, but does not require, each such

attorney in fact to act in their discretion on information provided to such attorney in fact without independent verification of such information;

(2) any documents prepared and/or executed by either such attorney in fact on behalf of

the undersigned pursuant to this Limited Power of Attorney will be in such form and will

contain such information and disclosure as such attorney in fact, in his or her

discretion, deems necessary or desirable;

(3) neither the Reporting Entity nor either of such attorneys in fact assumes (i) any

liability for the undersigned's responsibility to comply with the requirements of the

Exchange Act or (ii) any liability of the undersigned for any failure to comply with such

requirements; and

(4) this Limited Power of Attorney does not relieve the undersigned from responsibility

for compliance with the undersigned's obligations under the Exchange Act, including

without limitation the reporting requirements under Section 13 of the Exchange Act.

The undersigned hereby gives and grants each of the foregoing attorneys in fact full

power and authority to do and perform all and every act and thing whatsoever requisite,

necessary or appropriate to be done in and about the foregoing matters as fully to all

intents and purposes as the undersigned might or could do if present, hereby ratifying

all that each such attorney in fact of, for and on behalf of the undersigned, shall

lawfully do or cause to be done by virtue of this Limited Power of Attorney.

 $\hbox{ This Limited Power of Attorney shall remain in full force and effect until revoked by } \\$ 

the undersigned in a signed writing delivered to each such attorney in fact.

IN WITNESS WHEREOF, the undersigned has caused this Limited Power of Attorney to be

	executed as	s of this	25th	_day of	April ,	2007
Jr.					/s/ Rupert H.	Johnson,
					Signature	
					Rupert H. Johr	nson, Jr.
					Print Name	

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	EXHIBIT C			
Clas	Franklin Advisers, sification: 3(e)	Inc.		Item 3
Clas	Franklin Templeton sification: 3(e)	Investment Management L	imited	Item 3
Clas	Franklin Templeton sification: 3(e)	Investments (Asia) Ltd.		Item 3
Clas	Franklin Templeton sification: 3(e)	Investments Corp.		Item 3
Clas	Templeton Asset Mar sification: 3(e)	nagement Ltd.		Item 3
Clas	Templeton Global Adsification: 3(e)	dvisors Limited		Item 3
Clas	Templeton Investmentsification: 3(e)	nt Counsel, LLC		Item 3

Franklin Templeton Investments Australia Limited Item 3 Classification: 3(j)

Franklin Templeton Investment Trust Management Co., Ltd Item 3 Classification: 3(e)