



1. Definitions

You, your means the person, who has entered into an agreement with the Dealer, to deposit funds in the TD ISA; **Bank** means, with respect to a TD ISA denominated in Canadian dollars, any of The Toronto-Dominion Bank, TD Mortgage Corporation, TD Pacific Mortgage Corporation or The Canada Trust Company and, with respect to a TD ISA denominated in U.S. dollars, The Toronto-Dominion Bank;

Business Day means each day that the Toronto Stock Exchange is open for trading, but in some circumstances may be another day instead;

Dealer means the registered investment dealer, mutual fund dealer or other registered dealer in Canada with whom you have a contractual relationship and who has agreed to deposit funds in the TD ISA on your behalf;

Servicing Agent means TD Asset Management Inc., an affiliate of the Bank;

TD ISA means the TD Investment Savings Account, a Canadian dollar or U.S. dollar savings account at the Bank, available only to registered investment dealers or mutual fund dealers in Canada.

2. Operation of the TD ISA

Your Dealer has asked the Bank to open the TD ISA in the Dealer's name on your behalf. The Bank has agreed to open a TD ISA for your Dealer on your behalf and has designated the Servicing Agent to act as a recordkeeping agent and to perform certain administrative, trust accounting and other services with respect to the TD ISA. The TD ISA is denominated in Canadian or U.S. dollars and is available to Canadian residents only. The Bank will open the TD ISA in the name of the Dealer as your nominee. Your Dealer will hold funds in the TD ISA in nominee name. As your nominee, your Dealer holds funds in the TD ISA in a trust capacity for you and for each of its clients on whose behalf funds have been deposited in the TD ISA. Where applicable law does not recognize a valid trust, the Dealer will hold the funds in the TD ISA as agent for you.

3. Transactions

Your Dealer shall make deposits to, and withdrawals from, the TD ISA on your behalf by way of orders submitted to the Bank's Servicing Agent, through FundSERV, a national electronic network with transaction processing applications linking the Canadian investment fund industry. Deposits to the TD ISA may be consolidated or commingled for net settlement purposes. Withdrawals will be credited to your account with your Dealer.

4. Service Charges

The Bank does not currently charge any service or transaction fees for the operation of the TD ISA. The Bank reserves the right to introduce such fees, subject to the notice requirements of section 14 below. The Bank may deduct from your deposits in the TD ISA any taxes, interest or penalties payable in respect of the TD ISA.

5. Interest

The interest payable by the Bank on the TD ISA is calculated daily on the opening credit balance and paid monthly by way of credit to the TD ISA on the last Business Day of each month.

Daily interest will be accrued beginning on the Business Day following the deposit in the TD ISA and ending on the Business Day on which the order to withdraw funds in the TD ISA is received from your Dealer. The interest rate is an annual rate and the interest calculation is a simple interest calculation. Interest rates are subject to change at any time without notice at the Bank's sole discretion. The current interest rates applicable to the TD ISA may be obtained by visiting <https://www.td.com/ca/en/asset-management/additional-solutions>.

6. Dealer Compensation

The Bank may pay, monthly or quarterly, compensation to your Dealer at an annual rate of up to 0.25% of the daily closing balance in the TD ISA. This rate may change from time to time at the Bank's sole discretion and without notice. For more information on Dealer compensation, please contact your Dealer.

7. Account Verification

The Bank or its Servicing Agent shall send transaction information on the TD ISA to your Dealer on a regular basis and at least once a month so that your Dealer may include the information in any statements or other account records sent to you by your Dealer. You must regularly examine the transactions recorded by your Dealer in your statements or records. If you notice any errors or omissions concerning a transaction, you must advise your Dealer and your Dealer, in turn, must advise the Bank or the Servicing Agent on your behalf within ninety (90) days following the transaction. If your Dealer does not provide such notification to the Bank or the Servicing Agent within such ninety (90) day period, you will be deemed to have accepted the transaction information as it appears in your statement or record as complete, correct and binding upon you, in which case the Bank and the Servicing Agent will be released from all claims you may have regarding any such errors or omissions. You will be bound by this provision even if you did not receive a Dealer statement or record by error, delay, the selection of a reporting interval greater than ninety (90) days or for any other reason.

8. Collection and use of personal information

Your Dealer, the Bank and the Servicing Agent will share with each other financial and other information about you such as your name, address, social insurance number, and your TD ISA transaction information. The information may be used and disclosed to open and operate the TD ISA, to comply with legal and regulatory requirements, including tax reporting purposes, and as required or permitted by law or regulation. The Bank and its Servicing Agent may make the information available to their employees, their agents and their service providers, who are required to maintain the confidentiality of the information. The Bank and its Servicing Agent may also use the information and share it with affiliates of the Bank to manage its risks and operations and those of its affiliates and 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. To request access to your information held by the Bank or your Dealer and review its content and accuracy, please contact your Dealer. To obtain information about the Bank's privacy policies, call 1-800-430-6095 or visit <http://www.td.com/privacy-and-security/privacy-and-security/our-privacy-commitments/td-privacy-highlights/index.jsp>.

9. Complaint Procedures

If You Have a Problem or Concern - Please contact your Dealer first. If your concern is not resolved by your Dealer you may then contact the Bank toll free at 1-866-222-3456, by mail at Customer Feedback, TD Centre, P.O. Box 193, Toronto, Ontario, M5K 1H6, by fax at 1-877-983-2932 or by e-mail at Customer.service@td.com. As a next step, if your concern remains unresolved, a manager will offer to elevate your problem to a representative of the Senior Management Office. Alternatively, if you prefer to elevate the problem yourself, you may contact a manager, or one of the Bank's telephone banking specialists at the toll-free number above, and they will assist you. If your concern remains unresolved, you may contact the TD Senior Customer Complaints Office, by mail at P.O. Box 1, TD Centre, Toronto, Ontario, M5K 1A2, or toll free at 1-888-361-0319. If your concern

still remains unresolved, you may then contact the ADR Chambers Banking Ombuds Office (ADRBO) by mail at 112 Adelaide Street East, Toronto, Ontario, M5C 1K9 or telephone: 1-800-941-3655 or toll free fax: 1-877-307-0014 and at www.bankingombuds.ca or contact@bankingombuds.ca. Financial Consumer Agency of Canada - If you have a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, you can contact the FCAC in writing at: 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9. The FCAC can also be contacted by telephone at 1-866-461-3222 (en français 1-866-461-2232) or through its website at www.fcac-acfc.gc.ca. Please note the FCAC does not become involved in matters of redress or compensation - all such requests must follow the process set out above.

10. Deposit Insurance

The Bank is a member of Canada Deposit Insurance Corporation (CDIC) and the TD ISA is a "deposit" within the meaning of the Canada Deposit Insurance Corporation Act. To determine the eligibility of your deposit for CDIC coverage, you should contact the CDIC at info@cdic.ca or 1-800-461-2342.

11. Transfer

You may not sell, assign or transfer your deposit in the TD ISA to any other party, unless such sale, assignment or transfer occurs or is authorized by law and your Dealer obtains the consent of the Bank or its Servicing Agent.

12. Right to Freeze or Withdraw

The Bank reserves the right to freeze or withdraw the funds related to any deposit in the TD ISA for any reason in its absolute discretion and without notice, if the funds are not dealt with in accordance with these Terms and Conditions and the law, if required by law, or if, in the Bank's opinion, there is unusual, improper or suspicious activity related to the funds.

13. Third Party Demands

The Bank may comply with any lawful third party demand that it receives with respect to the TD ISA without notice to you or the Dealer. If the Bank complies with such a demand, it may charge its reasonable costs to do so against the TD ISA.

14. Notification of Changes / Amendments

If the Bank introduces service charges or fees related to the TD ISA or increases such service charges or fees at any time thereafter, the Bank shall give written notice to your Dealer on your behalf, at least thirty (30) days before the effective date of the change. The Bank may, from time to time and at its discretion, change the features of the TD ISA or amend these Terms and Conditions, in which case the Bank shall give notice in this respect to your Dealer on your behalf.

15. Termination

The Bank may terminate the TD ISA on thirty (30) days written notice to your Dealer on your behalf, in which case the Bank shall withdraw all funds in the TD ISA and remit them on the date of termination to your Dealer, who will credit your funds to your account at the Dealer. The Bank reserves the right to terminate the TD ISA for any reason in its absolute discretion and without notice, if the TD ISA or any deposit in the TD ISA is not dealt with in accordance with these Terms and Conditions and the law, or if, in the Bank's opinion, there is unusual, improper or suspicious activity in the TD ISA or related to any deposit, in which case the Bank shall withdraw all funds in the TD ISA and remit them to your Dealer, who will credit your funds to your account at the Dealer.

16. Language - Langue

Applicable for Agreements governed by Quebec Law:

You have been provided with French and English versions of these terms and conditions and you have agreed that they may be drawn up in English. You also agree that documents related to these terms and conditions may be drawn up in English. Les versions françaises et anglaises de ces conditions vous ont été présentées. Vous convenez que ces conditions soient rédigées en anglais et que les documents s'y rapportant puissent être rédigés en anglais.

17. Eligibility Criteria

General Eligibility:

- 1) Available to Canadian residents only.
- 2) Not available to: pension funds, hedge funds, investment funds, mutual funds, financial institutions and other financial intermediaries or like entities which intend to hold the TD ISA on their own behalf (e.g., broker-dealers, insurance companies, trust companies, credit unions, venture capital companies, mortgage companies, etc.).
- 3) Your dealer is not permitted to open multiple accounts on your behalf to deposit funds in the same series of units of the TD ISA for the purpose of exceeding the maximum investment applicable to the series of units of that TD ISA.
- 4) Where your dealer deposits \$50 million or more in a TD ISA on behalf of an entity for which you are principal, your dealer may be required to confirm promptly in writing (i) that you and/or the entity meet(s) the General Eligibility criteria, and (ii) that you are the principal of such entity.

Failure to comply with the General Eligibility criteria and the TD Investment Savings Account Terms & Conditions may result in withdrawal of the funds in the TD ISA and subsequent remittance of the funds to your dealer to be credited to your account.

Specific Account Eligibility & Maximum Investment Limits:

Per TD ISA offered by The Toronto-Dominion Bank

- Individuals (including their personal trusts and other entities for personal use): \$50 million maximum
- Business corporations and other business entities: \$50 million maximum

Per TD ISA (offered by TD Mortgage Corporation, TD Pacific Mortgage Corporation and The Canada Trust Company)

- All clients: \$150,000 maximum per account.

The TD ISA issued by TD Pacific Mortgage Corporation is not available to clients resident in the Province of Quebec.