



Terms and Conditions for Correspondent Banks

Effective August 1, 2017

These Terms and Conditions form an agreement (the “Terms and Conditions”) between The Toronto-Dominion Bank (“TD”) and each customer (“Correspondent”) maintaining one or more demand deposit accounts with TD (all such accounts are herein called the “Account”). For the purpose of these Terms and Conditions, a Correspondent is defined as a bank or non-bank financial institution holding an Account. By accepting this documentation, or by using the Account, the Correspondent agrees to be legally bound by these Terms and Conditions, as amended from time to time.

The specific terms for certain account services (the “Services”) such as SWIFT Wire Payments, Drafts, and Cash Letters, that TD may provide to the Correspondent, are set out in separate agreements (each called a “Service Schedule”). The agreement between TD and the Correspondent for the Services TD provides to the Correspondent at any time will consist of these Terms and Conditions the SWIFT Wire Payment Service Schedule, and all applicable Service Schedules as amended from time to time. TD has the right to modify Services, require minimum balances or security, or terminate Services at TD’s sole discretion and/or in accordance with these Terms and Conditions or other Service Schedules. TD may engage third parties to provide any part of a Service, including the Canadian Payments Association, operating under the brand name Payments Canada for clearing arrangements, without responsibility for any loss occasioned thereby.

Account Statements and Invoices

TD will periodically provide to Correspondent, Correspondent’s employee or agent, a statement of Account with detailed transaction and balance information electronically through SWIFT or TD’s proprietary online service, and a monthly account invoice by mail (each a “Statement”).

The Correspondent is responsible for carefully and promptly verifying the completeness and correctness of all transactions and balance information contained in such Statements and to immediately notify TD in writing of any alterations, irregularities, erroneous payments or credits, or other problems, which occur in connection with the Account. If TD does not receive written notice from Correspondent within thirty (30) days of the Statement date, Correspondent accepts the Statement as correct, and TD will be released from any claim with respect to any and every item on the Statement and from any other claim for negligence, breach of trust, breach of fiduciary duty or otherwise.

Cheque Collections

TD provides cheque collection services in accordance with International Chamber of Commerce Publication Number 522, Uniform Rules for Collections (1995 Revision) and the *Canadian Bills of Exchange Act*.

Account/Service Fees and Credit/Overdraft Interest

Fees for the Account, services and any other Service, and if applicable, the terms of credit interest payable on the account and/or daylight/overdraft interest payable from the Account, are set out in the FI Client Pricing Schedule, applicable Service Schedule or other terms as agreed to by TD and the Correspondent, and may be amended from time to time, including, but not limited to, if any interest rate offered on the Account moves to zero or below, this may result in TD charging a fee or interest on the Account at a negative rate. Without limiting any other rights that TD may have under the Terms and Conditions or otherwise, TD may charge any Account of the Correspondent even if that creates an overdraft, with the amount of any fees that are due and payable by the Correspondent to TD in connection with the Account or any other Service.

Overdraft

Unless TD agrees or unless otherwise permitted herein, Correspondent may not overdraw the Account. Correspondent will repay the amount of any overdraft plus interest immediately without notice from TD. Unless otherwise agreed, TD will charge Correspondent interest at TD’s standard rate charged from time to time for overdrafts. Should Correspondent request, and TD agree, to Correspondent’s overdrawing of the Account for a longer period, TD will send Correspondent written notice thereof. Correspondent agrees to any terms, conditions and fees set out in such notice, including the term for which the overdraft is available. Upon expiry of such term, Correspondent will repay the amount of overdraft plus interest immediately without notice from TD.



Communication

TD may honour and act upon any authenticated SWIFT message, communication or instruction (“SWIFT Instruction”) received in the Correspondent’s name or under any SWIFT BIC code associated with the Correspondent, including, without limitation a SWIFT Instruction authorizing the execution of these Terms and Conditions. SWIFT Instructions shall be deemed to have been given by an individual authorized to act on behalf of the Correspondent. TD will act in reliance on the accuracy and completeness of the SWIFT Instruction received by TD in the Correspondent’s name or via the SWIFT BIC code associated with the Correspondent. TD does not undertake and will have no obligation to the Correspondent to separately authenticate any SWIFT Instruction that TD receives in the Correspondent’s name or under the Correspondent’s SWIFT BIC code whether or not the Correspondent actually issued the SWIFT Instruction. TD may, at TD’s sole option, contact the Correspondent with respect to any SWIFT Instruction that TD receives in the Correspondent’s name or under the Correspondent’s SWIFT BIC code, but TD’s election to contact the Correspondent with respect to one or more SWIFT Instruction will not obligate TD to contact the Correspondent with respect to subsequent SWIFT Instructions that TD receives in the Correspondent’s name or via the SWIFT BIC code associated with the Correspondent.

Access to Services

The Account, services and any other Service provided by TD under these Terms and Conditions are for the exclusive use of the Correspondent. Correspondent shall not provide to its customers and/or any third parties direct access to the Account(s), services, or any other Service, provided by TD to the Correspondent, except in accordance with the terms of a separate agreement entered into between TD and the Correspondent.

Correspondent agrees that TD and its affiliates, in their sole discretion, may decline to provide any Services under this agreement, should TD or its affiliates determine that the provision of such Services would violate applicable laws, including but not limited to economic and trade sanctions laws, or involve, directly or indirectly, any countries, individuals or entities sanctioned by the UN, Canada and the United States, or by any other applicable jurisdiction, without any liability on the part of TD or its affiliates.

Setoff and Security Interest

If Correspondent is ever indebted or liable to pay money to TD or any of TD’s subsidiaries or affiliates, acting in any capacity whether as a depositor, borrower, guarantor, judgement debtor or in connection with any trade payment or otherwise, including any obligation owed to a financial institution acquired by TD, and it becomes due, TD has the right under these Terms and Conditions to use the money from Correspondent’s Account to pay the indebtedness or liability. If the indebtedness or liability and the Account are in different currencies, Correspondent agrees that TD may use the funds in the Account to purchase the currency of the indebtedness or liability at TD’s then spot rate to setoff. If the amount of the indebtedness or liability is unascertained, Correspondent agrees that TD may in good faith estimate that amount and setoff in respect of the estimate, subject to the relevant party accounting to the other when the amount of the obligation is ascertained. Correspondent grants TD a continuing lien and security interest in and right of setoff on all of the Correspondent’s right, title and interest in and to all deposits and Accounts. The security interest and right of setoff granted by these Terms and Conditions are in addition to any other security interest or right of setoff that TD may have. Any pledge or assignment by Correspondent to third parties of deposits and other accounts for security purposes remains subject to TD’s right of setoff and security interest.

Indemnification

Correspondent agrees to indemnify and hold TD, TD’s successors, assigns, correspondents, directors, officers, employees and agents harmless from and against any and all claims, losses, damages, liabilities and expenses of any nature, including legal expenses and attorneys’ fees: (i) suffered or incurred by TD by reason of the performance of the services, or any other Service hereunder; (ii) arising from any claim attributable to any act or omission taken by TD based upon reliance on any individual indicated to be authorized to act on behalf of Correspondent in any document (or otherwise authorized by Correspondent) provided by Correspondent to TD (“Authorized Representative”) or reliance on any SWIFT Instruction received in the Correspondent’s name or under any SWIFT BIC code associated with the Correspondent; (iii) arising from any claim or demand based in whole or in part on an action or omission of TD resulting from a request, direction, or instruction from Correspondent; and (iv) arising from any claim in connection with, or in any way related to TD delaying in acting upon or refusing to act upon any request, direction or instruction (including SWIFT Instruction)



including without limitation by reason of any overdraft that would be created in the Account, improper instructions or instructions that TD has reason to believe are fraudulent. This indemnity will not be effective to relieve and indemnify TD from and against loss which is directly caused by TD's own gross negligence or willful misconduct.

Limitation of Liability

TD's liability, if any, shall be limited to those actual damages, which are the direct result of TD's willful misconduct or gross negligence. TD may decline to process any item or affect any transaction in any circumstance where the processing of the item or the transaction would result in undue risk to TD in TD's judgment. TD is not responsible for any claim arising from non-payment of any item or for loss or delay in any clearing system unless it occurs as a result of willful misconduct or gross negligence by TD or its employees.

In no event shall TD be liable regardless of whether any claim is based on contract or tort, for any consequential, special, or indirect losses or damages Correspondent may incur or suffer arising from or in connection with these Terms and Conditions, whether or not the likelihood or possibility of such losses or damages was known to TD in advance.

TD shall not be responsible for any loss or damage resulting from war, riots, terrorism, strikes, civil or industrial disturbance, malfunctions of equipment or other cause beyond TD's control.

Correspondent's Representations, Warranties and Covenants

Correspondent represents and warrants to TD that:

- i. All information, including but not limited to, all AML/KYC information provided in connection with establishing and maintenance of the Account(s), services or any other Service and financial information, whenever provided by Correspondent to TD, shall be true, correct and complete. Information relating to Correspondent's financial condition accurately reflects Correspondent's financial condition as of the date(s) thereof. Correspondent acknowledges that TD reserves the right to request updated and/or additional supporting information from time to time and agrees to comply with such requests for information;
- ii. Correspondent is not insolvent and no proceeding has been commenced by or against Correspondent under any bankruptcy, insolvency or winding up statute;

- iii. Correspondent is in compliance with all laws and regulations applicable to Correspondent's properties, operations, business and finances, including, but not limited to, laws and regulations relating to anti-money laundering, anti-terrorist financing and economic and trade sanctions;
- iv. Correspondent has in place appropriate anti-money laundering and anti-terrorist financing policies and procedures, including procedures for approval for the opening of new accounts, and a monitoring program for identifying any unusual or potentially suspicious activities;
- v. The provision of the Account, services or any other Service is lawful under all applicable laws, including but not limited to economic and trade sanctions laws, and shall not involve, directly or indirectly, any countries, individuals or entities sanctioned by the UN, Canada and the United States, or by any other applicable jurisdiction;
- vi. TD shall not be liable for any losses relating to a payment that is or may be delayed, rejected, declined or stopped (a) as a result of applicable laws, including but not limited to economic and trade sanctions laws, or (b) to the extent it involves directly or indirectly, any countries, individuals or entities sanctioned by the UN, Canada and the United States, or by any other applicable jurisdiction. Correspondent is not a shell bank and does not have, directly or indirectly, correspondent banking relationships with shell banks or provide financial or other services to shell banks;
- vii. The Account, services and any other Service shall not be used by any third parties to transact business on their own behalf as a "Payable Through" account;
- viii. Correspondent is duly organized and in good standing under the laws of the jurisdiction of Correspondent's organization and Correspondent has all powers, licenses, authorizations and approvals to operate Correspondent's business as now conducted;
- ix. Correspondent is in compliance with its obligations under sections 1471 to 1474 of the Internal Revenue Code of 1986 (United States), any associated regulations and any intergovernmental agreement between the United States and the government of any applicable jurisdiction implementing sections 1471 to 1474 of the Internal Revenue Code of 1986 (United States) and any associated regulations (FATCA);
- x. Correspondent will promptly notify TD of the existence of any condition or event which may constitute a breach of or default under these Terms and Conditions;



- xii. Correspondent will promptly notify TD in writing of (a) any material change in Correspondent's financial condition or business; (b) any change in Correspondent's name, address, business structure, ownership or organization; and (c) any material litigation or regulatory action affecting the Correspondent;
- xiii. Upon TD's request, Correspondent will promptly deliver to TD true and correct copies of Correspondent's annual report and such other information regarding Correspondent's business affairs and operations including, but not limited to, income statements, balance sheets and statements of cash flows; and
- xiv. Correspondent adheres to all SWIFT core security controls and standards as outlined on swift.com.

The representations, warranties and covenants contained herein shall be deemed to be repeated continuously while these Terms and Conditions and/or any of the Service Schedules remain in force.

Termination

Either TD or Correspondent may close the Account and terminate these Terms and Conditions, and any Service by giving the other written notice within 45 days, unless specified otherwise in the applicable Service Schedule. TD may terminate these Terms and Conditions or any Service or remove any Account from participation in any Service, or close any Account, without notice if:

- i. Correspondent defaults on any obligation, covenant, representation or warranty under these Terms and Conditions, a Service Schedule or on any other agreement or instrument with TD;
- ii. TD is served with any demand, attachment, garnishment or other order that requires TD to pay any funds that TD would have otherwise paid or advanced to Correspondent or on Correspondent's behalf, or a receiver or receiver manager is appointed for any of Correspondent's property, or Correspondent is bankrupt or insolvent, or any proceeding is commenced by or against Correspondent under any bankruptcy, insolvency or winding up statute;
- iii. TD reasonably believes that there has been or may be improper, unauthorized or unlawful use of any Service;
- iv. The continuation of the Account(s) and/or Service would result in violation of any applicable laws including but not limited to economic and trade sanctions laws, or involve, directly or indirectly, any countries, individuals or entities sanctioned by the UN, Canada,

the United States, or by any other jurisdiction applicable to the Account(s), Service or any transactions; or

- v. There occurs a material adverse change in the business or financial condition of the Correspondent.

If these Terms and Conditions are terminated, all Services are automatically terminated. If any Service is terminated, these Terms and Conditions will remain in effect for all other Services. Upon termination of a Service, Correspondent will cease to use the Service and TD will cease to perform any Service transactions and TD may recall any instructions given to third parties.

Correspondent will remain responsible to TD for any indebtedness or liability owed to TD despite termination and the closing of any Accounts in relation thereto. After termination or closing of any Accounts by TD, any net funds remaining on deposit may be paid to Correspondent or to Correspondent's legal representative and TD will have no further liability in respect of such funds. The following sections shall survive the termination of these Terms and Conditions and closing of the Account: "Indemnification", "Limitation of Liability", "Termination", "Assignment", "Conflicts/Disputes Involving the Account", "Confidentiality", "Applicable Laws", "Nature of Relationship" "Dormant (Abandoned) Accounts", "Severability", "Waiver", "Entire Terms and Conditions" and "Amendments and Notice".

Assignment

These Terms and Conditions are binding on TD, TD's successors and assigns and on the Correspondent, the Correspondent's heirs, executors, administrators and other legal representatives, successors and assigns. Correspondent must obtain the prior written consent of TD to assign these Terms and Conditions to another party.

Conflicts/Disputes Involving the Account

If TD receives an actual or potential claim from a third party regarding Correspondent's Account, or conflicting SWIFT instructions or claims from Authorized Representatives, TD may, at TD's discretion and without liability to Correspondent, choose not to pay out any money from Correspondent's Account until TD receives consistent instructions from all parties or a court order. TD may also, without liability to Correspondent, close the Account and issue a cheque made payable to Correspondent or TD may interplead the funds into court. Correspondent agrees to reimburse TD for any loss, costs or expenses including, without limitation, attorneys' reasonable fees and the costs



of litigation (to the extent permitted by law) that TD incurs as a result of any dispute involving Correspondent's Account, and Correspondent authorizes TD to deduct any such loss, costs, or expenses from Correspondent's Account. This obligation includes any dispute between Correspondent and TD involving the Account and situations where TD becomes involved in any dispute between Correspondent and an Authorized Representative, another joint owner, or a third party claiming an interest in the Account. It also includes any situation where Correspondent, an Authorized Representative, another joint owner, or a third party takes action with respect to the Account that causes TD, in good faith, to seek the advice of counsel, whether or not TD actually becomes involved in the dispute.

Confidentiality

- i. "Confidential Information" means all information of TD that is not generally known to the public that is disclosed to a Correspondent or that is otherwise learned by or comes into the possession or knowledge of the Correspondent solely as a result of using any Service or specifically provided to a Correspondent by TD, "Confidential Information" also includes any financial information in any form or medium, and all information of or about an identifiable officer, director, employee, customer or potential customer, and any customer lists or customer data (collectively the "Personal Information").
- ii. Use and Disclosure of Confidential Information by Correspondent
 - a. The Correspondent will not use TD's Confidential Information for any purpose other than: (i) evaluating, implementing or exercising contractual rights associated with the specific transaction or Service for which such information was disclosed; (ii) for regulatory or compliance purposes; (iii) as otherwise approved in writing by TD; or (iv) as otherwise permitted by these Terms and Conditions.
 - b. The Correspondent will not disclose or provide access to any Confidential Information except as permitted by these Terms and Conditions.
 - c. The Correspondent will hold TD's Confidential Information in confidence and will protect such Confidential Information with the same degree of care as it uses to protect its own Confidential Information that is commensurate with the sensitivity of such Confidential Information (but in any event no less than a reasonable degree of care). The Correspondent has, and will maintain and comply with documented policies and procedures

designed to protect against any anticipated threats or hazards to the security or integrity of Confidential Information, including Personal Information, and against any loss, theft, unauthorized access, use, disclosure, copying, or modification.

- d. The Correspondent will restrict access to: (i) Confidential Information to those employees, affiliates, agents, advisors, consultants and other representatives of the Correspondent ("Representatives") who have a need to know for the purposes of the particular transaction or Service; and (ii) only the Confidential Information such Representatives need for such purpose and under obligations of confidentiality no less stringent than those contained in these Terms and Conditions. The Correspondent will be liable for any failure by its Representatives to comply with these Terms and Conditions.
 - e. The Correspondent will collect, use, store, disclose, dispose of, provide access to and otherwise handle Personal Information received, collected or accessible to the Correspondent hereunder in accordance with all privacy laws applicable to such information.
- iii. Legal Obligation to Disclose
 - a. Unless otherwise prohibited by law, if the Correspondent becomes legally obligated to disclose Confidential Information, the Correspondent will give TD prompt written notice sufficient to allow TD to seek a protective order or other appropriate remedy, and will reasonably cooperate with TD's efforts to obtain such protective order or other remedy at TD's expense, and in the event the Correspondent is unable to do so, the Correspondent will (so long as not prohibited by law from doing so) advise TD immediately subsequent to such disclosure. The Correspondent will disclose only such information as is required, in the opinion of its counsel, and will use commercially reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.
 - b. Notwithstanding anything in these Terms and Conditions to the contrary, Correspondent and its Representatives shall be permitted to disclose any Confidential Information to any regulatory authority with jurisdiction over the Correspondent and, accordingly, the obligations of confidentiality and non-disclosure shall not apply to any such disclosure to such regulatory authorities.

iv. Unauthorized Disclosure of Confidential Information

If there is any unauthorized access to, disclosure or loss of, or inability to account for, any TD's Confidential Information, the Correspondent will promptly, and in the case of Personal Information no later than two days after becoming aware thereof, (i) notify TD; (ii) take such actions as may be necessary or reasonably requested by TD to minimize the disclosure or loss; and (iii) cooperate in all reasonable respects with TD to minimize the impact of the disclosure or loss and any damage resulting therefrom.

TD shall treat Correspondent's information with confidence and discretion, but absent any agreement specifically to the contrary, TD and its subsidiaries and affiliates reserve the right to exchange among themselves information about Correspondent and its Accounts, to disclose such information to service providers of TD, and to report any relevant information to credit reporting agencies. TD may be required to disclose such information as required by legal and regulatory process or to prevent illegal or fraudulent activities.

Applicable Laws

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. TD and Correspondent hereby submit to the non-exclusive jurisdiction of the courts of the Province of Ontario and waive any objection to proceedings in any such court on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

Correspondent irrevocably waives any sovereign and other immunity it may have in any jurisdiction from legal proceedings, attachment before or after judgment or execution of judgment.

Nature of Relationship

TD's relationship with Correspondent is that of banker/customer, and nothing in these Terms and Conditions or any Service Schedules will be taken as constituting either party as a servant or agent or employee of the other party. Each of TD and Correspondent acknowledges and agrees that it is not, for the purpose of these Terms and Conditions and each Service, the legal representative, agent, joint venturer or partner of the other party for any purpose.

Dormant (Abandoned) Accounts

Correspondent acknowledges and agrees that Accounts which are inactive for a specified period of time may be considered abandoned under federal law. Dormant accounts may be subject to reasonable service charges, which may be charged on Accounts which are inactive and which are presumed to be abandoned. If there are insufficient funds in Correspondent's Account to cover the service charges which are payable by Correspondent, Correspondent authorizes TD to close the Account.

Severability

In the event any one or more of the provisions of these Terms and Conditions shall for any reason, including under any applicable statute or rule of law, be held to be invalid, illegal or unenforceable, the remaining provisions of these Terms and Conditions shall remain in full force and effect.

Waiver

TD may waive any of these Terms and Conditions but any such waiver shall apply only to the Term or Condition waived and only to that occasion and shall not constitute a waiver of any other Term or Condition.

Entire Terms and Conditions

These Terms and Conditions and the documents to which it refers constitute Correspondent's and TD's entire agreement and understanding and supersedes all prior terms and conditions.

Correspondent agrees that if any terms and conditions of the Service Schedule(s) conflict with the terms of these Terms and Conditions, the terms and conditions of the Service Schedule(s) shall prevail.

Amendments and Notice

TD may change the provisions of these Terms and Conditions and other agreements including Service Schedules and the FI Client Pricing Schedule or other terms, including with respect to pricing, as agreed to by TD and the Correspondent, from time to time, upon prior written notice to the Correspondent. Changes required by law or regulation may be implemented immediately, if so required, upon reasonable notice to the Correspondent.



All notices, requests, demands, and determinations under these Terms and Conditions will be in writing and will be deemed duly given: (i) when delivered by hand; (ii) except for a notice of termination permitted under this Agreement, by e-mail (with receipt confirmed via email or SWIFT); (iii) on the designated day of delivery after being given to an express overnight courier with a reliable system for tracking delivery; (iv) six (6) days after the day of mailing, when mailed by Canada Post or USPS, registered or certified mail, return receipt requested and postage prepaid; or (vi) when sent by SWIFT.

A party may from time to time change its address or designee for notification purposes by giving the other party prior written notice of the new address or designee and the date upon which it will become effective.

If Correspondent provides notice to TD, such notice shall be directed to TD at the address below:

Global Transaction Banking
77 King Street West, 19th Floor
Toronto, Ontario Canada, M5K 1A2

SWIFT Address: TDOMCATTOR

Contact: Relationship Manager