NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE (the "SFA") – In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), the Issuer has determined the classification of the Notes to be "prescribed capital markets products" (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024. Consequently no disclosure document required by the FCA Product Disclosure Sourcebook ("**DISC**") for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer's target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

THE NOTES ARE SUBJECT TO CONVERSION IN WHOLE OR IN PART – BY MEANS OF A TRANSACTION OR SERIES OF TRANSACTIONS AND IN ONE OR MORE STEPS – INTO COMMON SHARES OF THE ISSUER OR ANY OF ITS AFFILIATES UNDER SUBSECTION 39.2(2.3) OF THE CANADA DEPOSIT INSURANCE CORPORATION ACT ("CDIC ACT") AND TO VARIATION OR EXTINGUISHMENT IN CONSEQUENCE, AND SUBJECT TO THE APPLICATION OF THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN IN RESPECT OF THE OPERATION OF THE CDIC ACT WITH RESPECT TO THE NOTES.

Series No.: AUD 2026-01

Tranche No.: 1

The Toronto-Dominion Bank
(*a Canadian chartered bank*)

A$7,000,000,000
Australian Debt Issuance Programme

Issue of

A$300,000,000 5.578% Fixed Rate Notes due 7 August 2031
("Notes")

The date of this Pricing Supplement is 5 August 2026.

This Pricing Supplement (as referred to in the Information Memorandum dated 28 June 2019 ("**Information Memorandum**") in relation to the above Programme) relates to the Tranche of Notes referred to above. It is supplementary to, and should be read in conjunction with, the terms and conditions of the Notes contained in the Information Memorandum, such terms and conditions of the Notes as supplemented and varied as set out in Annexure A to this Pricing Supplement ("**Conditions**"), the Information Memorandum and the Third Note Deed Poll dated 28 June 2019 made by the Issuer. Certain important additional information is also set out in Annexure B, Annexure C, Annexure D and Annexure E to this Pricing Supplement. If there is any inconsistency between the Information Memorandum and this Pricing Supplement, this Pricing Supplement prevails.

Unless otherwise indicated, terms defined in the Conditions have the same meaning in this Pricing Supplement.

This Pricing Supplement does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Notes or the distribution of this Pricing Supplement in any jurisdiction where such action is required.

*The Issuer is neither a bank nor an authorised deposit-taking institution which is authorised under the Banking Act 1959 of Australia ("**Banking Act**"). The Notes are not obligations of any government and, in particular, are not guaranteed by the Commonwealth of Australia. The Issuer is not supervised by the Australian Prudential Regulation Authority. Notes that are offered for issue or sale or transferred in, or into, Australia are offered only in circumstances that would not require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act 2001 of Australia ("**Corporations Act**") and issued and transferred in compliance with the terms of the exemption from compliance with section 66 of the Banking Act that is available to the Issuer. Such Notes are issued or transferred in, or into, Australia in parcels of not less than A$500,000 in aggregate principal amount. An investment in any Notes issued by the Issuer will not be covered by the depositor protection provisions in section 13A of the Banking Act and will not be covered by the Australian Government's bank deposit guarantee (also commonly referred to as the Financial Claims Scheme).*

The particulars to be specified in relation to the Tranche of Notes referred to above are as follows:

1	Issuer	:	The Toronto-Dominion Bank
2	Type of Notes	:	Fixed Rate
3	Bail-inable Notes	:	Yes

4	Method of Distribution	:	Syndicated Issue
5	Joint Lead Managers	:	Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) Commonwealth Bank of Australia (ABN 48 123 123 124) MUFG Securities Asia Limited (ABN 80 169 329 453) National Australia Bank Limited (ABN 12 004 044 937) Nomura International plc Toronto Dominion (South East Asia) Limited (ARBN 138 304 542)
6	Dealers	:	Australia and New Zealand Banking Group Limited Commonwealth Bank of Australia MUFG Securities Asia Limited National Australia Bank Limited Nomura International plc Toronto Dominion (South East Asia) Limited
7	Registrar	:	Computershare Investor Services Pty Limited (ABN 48 078 279 277)
8	Issue and Paying Agent	:	Computershare Investor Services Pty Limited (ABN 48 078 279 277)
9	Calculation Agent	:	Computershare Investor Services Pty Limited (ABN 48 078 279 277)
10	Series Particulars (Fungibility with other Tranches)	:	Not Applicable
11	Principal Amount of Tranche	:	A$300,000,000
12	Issue Date	:	7 August 2026
13	Issue Price	:	100.000 per cent. of the Principal Amount of Tranche
14	Currency	:	Australian dollars ("**A$**")

15	Denomination	:	A$10,000 provided that the aggregate consideration payable for the issue and transfer of Notes in Australia will be at least A$500,000 (or its equivalent in an alternative currency and, in either case, disregarding moneys lent by the offeror or its associates) or the offer or invitation does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act. In addition, the issue and transfer of Notes in Australia must comply with Banking exemption No. 2 of 2026 dated 15 July 2026 promulgated by the Australian Prudential Regulation Authority as if it applied to the Issuer *mutatis mutandis* (and which requires all offers and transfers of any parcels of Notes to be for an aggregate principal amount of not less than A$500,000).
16	Maturity Date	:	7 August 2031
17	Record Date	:	As per the Conditions
18	Condition 6 (Fixed Rate Notes) applies	:	Yes
	Fixed Coupon Amount	:	A$278.90 per A$10,000 payable semi-annually in arrear
	Interest Rate	:	5.578% per annum
	Interest Commencement Date	:	Issue Date
	Interest Payment Dates	:	7 February and 7 August, commencing on 7 February 2027 up to, and including, the Maturity Date, in each case subject to adjustment for payment purposes only in accordance with the Business Day Convention specified below
	Business Day Convention	:	Following Business Day Convention
	Day Count Fraction	:	RBA Bond Basis
19	Condition 7 (Floating Rate Notes) applies	:	No
20	Relevant Financial Centres	:	Sydney, Toronto and London
21	Amortisation Yield	:	Not Applicable
22	Details of Partly Paid Notes	:	Not Applicable
23	Details of Zero Coupon Notes	:	Not Applicable
24	Condition 9.4 (Noteholder put) applies	:	No
25	Condition 9.5 (Issuer call) applies	:	No

26	Condition 9.6 (TLAC Disqualification Event call) applies	:	No
27	Minimum / maximum notice period for early redemption for taxation purposes	:	As per Condition 9.3
28	Additional Conditions	:	See Annexure A to this Pricing Supplement
29	Clearing System	:	Austraclear System. Interests in the Notes may also be traded through Euroclear and Clearstream, Luxembourg as set out on pages 13 and 14 of the Information Memorandum.
30	ISIN	:	AU3CB0338010
31	Common Code	:	346592729
32	Selling Restrictions	:	Canadian Sales Not Permitted The section entitled "*Selling Restrictions*" in the Information Memorandum is amended as set out in Annexure B to this Pricing Supplement.
33	Listing	:	Not Applicable
34	Credit ratings	:	The Notes are expected to be assigned the following credit ratings: A2 by Moody's Investors Service Limited A- by S&P Global Ratings AA- by Fitch Ratings Limited *A credit rating is not a recommendation to buy, sell or hold Notes and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.* *Credit ratings are for distribution only to a person (a) who is not a "retail client" within the meaning of section 761G of the Corporations Act and is also a person in respect of whom disclosure is not required under Parts 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Pricing Supplement and anyone who receives this Pricing Supplement must not distribute it to any person who is not entitled to receive it.*

35	Additional Information	:	The section entitled "*Description of The Toronto-Dominion Bank*" in the Information Memorandum is amended as set out in Annexure C to this Pricing Supplement. The section entitled "*Canadian Bank Resolution Powers*" in the Information Memorandum is amended as set out in Annexure D to this Pricing Supplement. The sub-section of the Information Memorandum entitled "*Taxation – Canadian Taxation*" is amended as set out in Annexure E to this Pricing Supplement.

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

CONFIRMED

For and on behalf of

The Toronto-Dominion Bank

By:	*(s) Colin Elion*
Name:	Colin Elion
Title:	Associate Vice President, Funding, Treasury and Balance Sheet Management
Date:	5 August 2026

ANNEXURE A

The Conditions of the Notes as set out in the Information Memorandum are supplemented and varied by deleting paragraph (j) of Condition 11.3 ("Withholding tax exemption") and replacing it with the following:

"(j) any Taxes that are required to be withheld or deducted by reason of the Noteholder or a recipient of any payment under the Notes being an entity in respect of which the Issuer or payor is a "specified entity" (as defined in subsection 18.4(1) of the *Income Tax Act* (Canada)); or

(k) any combination of paragraphs (a) – (j) applies,".

The Conditions of the Notes as set out in the Information Memorandum are supplemented and varied by adding the following at the end of Condition 11.3 ("Withholding tax exemption"):

"nor shall Additional Amounts be paid with respect to any payment on a Note to a holder who is a fiduciary or partnership or any person other than the sole beneficial owner of such payment to the extent a beneficiary or settlor with respect to such fiduciary, a member of such partnership or such beneficial owner would not have been entitled to the Additional Amounts had such beneficiary, settlor, member or beneficial owner held its interest in the Note directly. For the purposes of this Condition 11.3, a person shall be deemed to include a partnership.".

The Conditions of the Notes as set out in the Information Memorandum are supplemented and varied by deleting Condition 7.6 ("BBSW Rate Determination") and replacing it with the following.

"**7.6 BBSW Rate Determination**

Where "BBSW Rate Determination" is specified in the relevant Pricing Supplement as the manner in which the Interest Rate is to be determined for each Interest Period, the Interest Rate applicable to the Floating Rate Notes for each such Interest Period is the sum of the Margin and the BBSW Rate as specified in the relevant Pricing Supplement.

Each Noteholder, beneficial holder or other person acquiring an interest in the Floating Rate Notes shall be deemed to acknowledge, accept and agree to be bound by, and consents to, the determination of, substitution for and any adjustments made to the BBSW Rate, in each case as described in this Condition 7.6 (in all cases without the need for any holder consent). Any determination, decision or election (including a decision to take or refrain from taking any action or as to the occurrence or non-occurrence of any event or circumstance), and any substitution for and adjustments made to the BBSW Rate, and in each case made in accordance with this Condition 7.6, will, in the absence of manifest or proven error, be conclusive and binding on the Issuer, the Noteholder, the Registrar, the Calculation Agent and each other Agent and, notwithstanding anything to the contrary in these Conditions or other documentation relating to the Notes, shall become effective without the consent of any person.

If the Calculation Agent is unwilling or unable to determine a necessary rate, adjustment, quantum, formula, methodology or other variable in order to calculate the applicable Interest Rate, such rate, adjustment, quantum, formula, methodology or other variable will be determined by the Issuer (acting in good faith and in a commercially reasonable manner) or, an alternate financial institution (acting in good faith and in a commercially reasonable manner) appointed by the Issuer (in its sole discretion) to so determine.

All rates determined pursuant to this Condition 7.6 shall be expressed as a percentage rate per annum and the resulting percentage will be rounded if necessary to the fourth decimal place (i.e., to the nearest one ten-thousandth of a percentage point) with 0.00005 being rounded upwards.

However, if:

(a) a Temporary Disruption Trigger has occurred; or

(b) a Permanent Discontinuation Trigger has occurred,

then the Benchmark Rate for an Interest Period, whilst such Temporary Disruption Trigger is continuing or after a Permanent Discontinuation Trigger has occurred, means (in the following order of application and precedence):

(i) if a Temporary Disruption Trigger has occurred with respect to the BBSW Rate, in the following order of precedence:

(1) first, the Administrator Recommended Rate;

(2) then the Supervisor Recommended Rate; and

(3) lastly, the Final Fallback Rate;

(ii) where a determination of the AONIA Rate is required for the purposes of paragraph (i) above, if a Temporary Disruption Trigger has occurred with respect to AONIA, the rate for any day for which AONIA is required will be the last provided or published level of AONIA;

(iii) where a determination of the RBA Recommended Rate is required for the purposes of paragraph (i) or (ii) above, if a Temporary Disruption Trigger has occurred with respect to the RBA Recommended Rate, the rate for any day for which the RBA Recommended Rate is required will be the last rate provided or published by the Administrator of the RBA Recommended Rate (or if no such rate has been so provided or published, the last provided or published level of AONIA);

(iv) if a Permanent Discontinuation Trigger has occurred with respect to the BBSW Rate, the rate for any day for which the BBSW Rate is required on or after the Permanent Fallback Effective Date will be the first rate available in the following order of precedence:

(A) first, if at the time of the BBSW Rate Permanent Fallback Effective Date, no AONIA Permanent Fallback Effective Date has occurred, the AONIA Rate;

(B) then, if at the time of the BBSW Rate Permanent Fallback Effective Date, an AONIA Permanent Fallback Effective Date has occurred, an RBA Recommended Rate has been created but no RBA Recommended Rate Permanent Fallback Effective Date has occurred, the RBA Recommended Fallback Rate; and

(C) lastly, if neither paragraph (A) nor paragraph (B) above apply, the Final Fallback Rate;

(v) where a determination of the AONIA Rate is required for the purposes of paragraph (iv)(A) above, if a Permanent Discontinuation Trigger has occurred with respect to AONIA, the rate for any day for which AONIA is required on or after the AONIA Permanent Fallback Effective Date will be the first rate available in the following order of precedence:

(A) first, if at the time of the AONIA Permanent Fallback Effective Date, an RBA Recommended Rate has been created but no RBA Recommended Rate Permanent Fallback Effective Date has occurred, the RBA Recommended Rate; and

(B) lastly, if paragraph (A) above does not apply, the Final Fallback Rate; and

(vi) where a determination of the RBA Recommended Rate is required for the purposes of paragraph (iv) or (v) above, respectively, if a Permanent Discontinuation Trigger has occurred with respect to the RBA Recommended Rate, the rate for any day for which the RBA Recommended Rate is required on or after that Permanent Fallback Effective Date will be the Final Fallback Rate.

When calculating an amount of interest in circumstances where a Fallback Rate other than the Final Fallback Rate applies, that interest will be calculated as if references to the BBSW Rate or AONIA Rate (as applicable) were references to that Fallback Rate. When calculating interest in circumstances where the Final Fallback Rate applies, the amount of interest will be calculated on the same basis as if the Applicable Benchmark Rate in effect immediately prior to the application of that Final Fallback Rate remained in effect but with necessary adjustments to substitute all references to that Applicable Benchmark Rate with corresponding references to the Final Fallback Rate.

For the purposes of this Condition 7.6:

"**Adjustment Spread**" means the adjustment spread as at the Adjustment Spread Fixing Date (which may be a positive or negative value or zero and determined pursuant to a formula or methodology) that is:

(a) determined as the median of the historical differences between the BBSW Rate and AONIA over a five calendar year period prior to the Adjustment Spread Fixing Date using practices based on those used for the determination of the Bloomberg Adjustment Spread as at the Issue Date of the first Tranche of the applicable Series, provided that for so long as the Bloomberg Adjustment Spread is published and determined based on the five year median of the historical differences between the BBSW Rate and AONIA, that adjustment spread will be deemed to be acceptable for the purposes of this paragraph (a); or

(b) if no such median can be determined in accordance with paragraph (a), set using the method for calculating or determining such adjustment spread determined by the Calculation Agent (after consultation with the Issuer where practicable) to be appropriate;

"**Adjustment Spread Fixing Date**" means the first date on which a Permanent Discontinuation Trigger occurs with respect to the BBSW Rate;

"**Administrator**" means:

(a) in respect of the BBSW Rate, ASX Benchmarks Pty Limited (ABN 38 616 075 417);

(b) in respect of AONIA (or where AONIA is used to determine an Applicable Benchmark Rate), the Reserve Bank of Australia; and

(c) in respect of any other Applicable Benchmark Rate, the administrator for that rate or benchmark or, if there is no administrator, the provider of that rate or benchmark,

and, in each case, any successor administrator or, as applicable, any successor administrator or provider;

"**Administrator Recommended Rate**" means the rate formally recommended for use as the temporary replacement for the BBSW Rate by the Administrator of the BBSW Rate;

"**AONIA**" means the Australian dollar interbank overnight cash rate (known as AONIA);

"**AONIA Rate**" means, for an Interest Period and in respect of an Interest Determination Date, the rate determined by the Calculation Agent to be Compounded Daily AONIA for that Interest Period and Interest Determination Date plus the Adjustment Spread;

"**Applicable Benchmark Rate**" means the Benchmark Rate specified in the relevant Pricing Supplement and, if a Permanent Fallback Effective Date has occurred with respect to the BBSW Rate, AONIA or the RBA Recommended Rate, then the rate determined in accordance with this Condition 7.6;

"**BBSW Rate**" means, for an Interest Period, the rate for prime bank eligible securities having a tenor closest to the Interest Period which is designated as the "AVG MID" on the "Refinitiv Screen BBSW Page" or the "MID" rate on the "Bloomberg Screen BBSW Page" (or any designation which replaces that designation on the applicable page, or any replacement page) at the Publication Time on the first day of that Interest Period;

"**Benchmark Rate**" means, for an Interest Period, the BBSW Rate as specified in the relevant Pricing Supplement;

"**Bloomberg Adjustment Spread**" means the term adjusted AONIA spread relating to the BBSW Rate provided by Bloomberg Index Services Limited (or a successor provider as approved and/or appointed by ISDA from time to time as the provider of term adjusted AONIA and the spread) ("**BISL**") on the Fallback Rate (AONIA) Screen (or by other means), or provided to, and published by, authorised distributors where "**Fallback Rate (AONIA) Screen**" means the Bloomberg Screen corresponding to the Bloomberg ticker for the fallback for the BBSW Rate accessed via the Bloomberg Screen <FBAK> <GO> Page (or, if applicable, accessed via the Bloomberg Screen <HP> <GO>) or any other published source designated by BISL;

"**Compounded Daily AONIA**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment as calculated by the Calculation Agent on the Interest Determination Date, as follows:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{AONIA_{i-5\ SBD}\times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

where:

$\boldsymbol{AONIA_{i-5SBD}}$, means the per annum rate expressed as a decimal which is the level of AONIA provided by the Administrator and published as of the Publication Time for the Sydney Business Day falling five Sydney Business Days prior to such Sydney Business Day "i";

$\boldsymbol{d}$ is the number of calendar days in the relevant Interest Period;

$\boldsymbol{d_0}$ is the number of Sydney Business Days in the relevant Interest Period;

$\boldsymbol{i}$ is a series of whole numbers from 1 to $\boldsymbol{d_0}$, each representing the relevant Sydney Business Day in chronological order from (and including) the first Sydney Business Day in the relevant Interest Period to (and including) the last Sydney Business Day in such Interest Period; and

$\boldsymbol{n_i}$, for any Sydney Business Day "i", means the number of calendar days from (and including) such Sydney Business Day "i" up to (but excluding) the following Sydney Business Day; and

Sydney Business Day or **SBD** means any day on which commercial banks are open for general business in Sydney.

If, for any reason, Compounded Daily AONIA needs to be determined for a period other than an Interest Period, Compounded Daily AONIA is to be determined as if that period were an Interest

Period starting on (and including) the first day of that period and ending on (but excluding) the last day of that period;

"**Fallback Rate**" means, where a Permanent Discontinuation Trigger for an Applicable Benchmark Rate has occurred, the rate that applies to replace that Applicable Benchmark Rate in accordance with this Condition 7.6;

"**Final Fallback Rate**" means, in respect of an Applicable Benchmark Rate:

(a) the rate determined by the Calculation Agent as a commercially reasonable alternative for the Applicable Benchmark Rate taking into account all available information that, in good faith, it considers relevant, provided that any rate (inclusive of any spreads or adjustments) implemented by central counterparties and / or futures exchanges with representative trade volumes in derivatives or futures referencing the Applicable Benchmark Rate will be deemed to be acceptable for the purposes of this paragraph (a), together with (without double counting) such adjustment spread (which may be a positive or negative value or zero) that is customarily applied to the relevant successor rate or alternative rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for Benchmark Rate-linked floating rate notes at such time (together with such other adjustments to the Business Day Convention, interest determination dates and related provisions and definitions, in each case that are consistent with accepted market practice for the use of such successor rate or alternative rate for Benchmark Rate-linked floating rate notes at such time), or, if no such industry standard is recognised or acknowledged, the method for calculating or determining such adjustment spread determined by the Calculation Agent (in consultation with the Issuer) to be appropriate; provided that

(b) if and for so long as no such successor rate or alternative rate can be determined in accordance with paragraph (a), the Final Fallback Rate will be the last provided or published level of that Applicable Benchmark Rate;

"**Interest Determination Date**" means, in respect of an Interest Period:

(a) where the BBSW Rate applies or the Final Fallback Rate applies under paragraph (iv)(C) of this Condition 7.6, the first day of that Interest Period; and

(b) otherwise, the third Business Day prior to the last day of that Interest Period;

"**Non-Representative**" means, in respect of an Applicable Benchmark Rate, that the Supervisor of that Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the AONIA Rate or the RBA Recommended Rate:

(a) has determined that such Applicable Benchmark Rate is no longer, or as of a specified future date will no longer be, representative of the underlying market and economic reality that such Applicable Benchmark Rate is intended to measure and that representativeness will not be restored; and

(b) is aware that such determination will engage certain contractual triggers for fallbacks activated by pre-cessation announcements by such Supervisor (howsoever described) in contracts;

"**Permanent Discontinuation Trigger**" means, in respect of an Applicable Benchmark Rate:

(a) a public statement or publication of information by or on behalf of the Administrator of the Applicable Benchmark Rate announcing that it has ceased or that it will cease to provide the Applicable Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider, as applicable, that will continue to provide the Applicable Benchmark Rate and, in the

case of the BBSW Rate, a public statement or publication of information by or on behalf of the Supervisor of the BBSW Rate has confirmed that cessation;

(b) a public statement or publication of information by the Supervisor of the Applicable Benchmark Rate, the Reserve Bank of Australia (or any successor central bank for Australian dollars), an insolvency official or resolution authority with jurisdiction over the Administrator of the Applicable Benchmark Rate or a court or an entity with similar insolvency or resolution authority over the Administrator of the Applicable Benchmark Rate which states that the Administrator of the Applicable Benchmark Rate has ceased or will cease to provide the Applicable Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider that will continue to provide the Applicable Benchmark Rate and, in the case of the BBSW Rate and a public statement or publication of information other than by the Supervisor, a public statement or publication of information by or on behalf of the Supervisor of the BBSW Rate has confirmed that cessation;

(c) a public statement by the Supervisor of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the AONIA Rate or the RBA Recommended Rate, as a consequence of which the Applicable Benchmark Rate will be prohibited from being used either generally, or in respect of the Notes, or that its use will be subject to restrictions or adverse consequences to the Issuer or a Noteholder;

(d) as a consequence of a change in law or directive arising after the Issue Date of the first Tranche of Notes of a Series, it has become unlawful for the Calculation Agent, the Issuer or any other party responsible for calculations of interest under the Conditions to calculate any payments due to be made to any Noteholder using the Applicable Benchmark Rate;

(e) a public statement or publication of information by the Supervisor of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the BBSW Rate, or the Administrator of the Applicable Benchmark Rate if the Applicable Benchmark Rate is the AONIA Rate or the RBA Recommended Rate, stating that the Applicable Benchmark Rate is Non-Representative; or

(f) the Applicable Benchmark Rate has otherwise ceased to exist or be administered on a permanent or indefinite basis;

"**Permanent Fallback Effective Date**" means, in respect of a Permanent Discontinuation Trigger for an Applicable Benchmark Rate:

(a) in the case of paragraphs (a) and (b) of the definition of "Permanent Discontinuation Trigger", the first date on which the Applicable Benchmark Rate would ordinarily have been published or provided and is no longer published or provided;

(b) in the case of paragraphs (c) and (d) of the definition of "Permanent Discontinuation Trigger", the date from which use of the Applicable Benchmark Rate is prohibited or becomes subject to restrictions or adverse consequences or the calculation becomes unlawful (as applicable);

(c) in the case of paragraph (e) of the definition of "Permanent Discontinuation Trigger", the first date on which the Applicable Benchmark Rate would ordinarily have been published or provided but is Non-Representative by reference to the most recent statement or publication contemplated in that paragraph and even if such Applicable Benchmark Rates continues to be published or provided on such date; or

(d) in the case of paragraph (f) of the definition of "Permanent Discontinuation Trigger", the date that event occurs;

"**Publication Time**" means:

(a) in respect of the BBSW Rate, 12.00 noon (Sydney time) or any amended publication time for the final intraday refix of such rate specified by the Administrator for the BBSW Rate in its benchmark methodology; and

(b) in respect of AONIA, 4.00 pm (Sydney time) or any amended publication time for the final intraday refix of such rate specified by the Administrator for AONIA in its benchmark methodology;

"**RBA Recommended Fallback Rate**" has the same meaning given to AONIA Rate but with necessary adjustments to substitute all references to AONIA with corresponding references to the RBA Recommended Rate;

"**RBA Recommended Rate**" means, in respect of any relevant day (including any day "i"), the rate (inclusive of any spreads or adjustments) recommended as the replacement for AONIA by the Reserve Bank of Australia (which rate may be produced by the Reserve Bank of Australia or another administrator) and as provided by the Administrator of that rate or, if that rate is not provided by the Administrator thereof, published by an authorised distributor in respect of that day;

"**Supervisor**" means, in respect of an Applicable Benchmark Rate, the supervisor or competent authority that is responsible for supervising that Applicable Benchmark Rate or the Administrator of that Applicable Benchmark Rate, or any committee officially endorsed or convened by any such supervisor or competent authority that is responsible for supervising that Applicable Benchmark Rate or the Administrator of that Applicable Benchmark Rate;

"**Supervisor Recommended Rate**" means the rate formally recommended for use as the temporary replacement for the BBSW Rate by the Supervisor of the BBSW Rate; and

"**Temporary Disruption Trigger**" means, in respect of any Applicable Benchmark Rate which is required for any determination:

(a) the Applicable Benchmark Rate has not been published by the applicable Administrator or an authorised distributor and is not otherwise provided by the Administrator, in respect of, on, for or by the time and date on which that Applicable Benchmark Rate is required; or

(b) the Applicable Benchmark Rate is published or provided but the Calculation Agent determines that there is an obvious or proven error in that rate.".

ANNEXURE B

The section of the Information Memorandum entitled "*Selling Restrictions*" is amended by deleting the United Kingdom and Singapore selling restrictions set out in paragraphs 4 and 8 and replacing them with the following.

"**4 The United Kingdom**

Prohibition of sales to UK Retail Investors

Each Dealer has represented and agreed that it has not offered, sold, distributed or otherwise made available and will not offer, sell, distribute or otherwise make available any Notes which are the subject of the Information Memorandum as completed by the Pricing Supplement in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is either one (or both) of the following:

(i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018; or

(ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024; and

(b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to buy or subscribe for the Notes.

Other regulatory restrictions

Each Dealer has represented and agreed that:

(a) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom; and

(b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA would not, if it was not an authorised person, apply to the Issuer.

8 Singapore

Each Dealer has acknowledged that the Information Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented, warranted and agreed that it has not offered or sold any Notes or caused any Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute the Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than:

(a) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the "**SFA**")) pursuant to Section 274 of the SFA; or

(b) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA."

ANNEXURE C

The section of the Information Memorandum entitled "*Description of The Toronto-Dominion Bank*" is deleted and replaced with the following.

"The Toronto-Dominion Bank (the "**Bank**" or "**TD**") is a Schedule 1 Canadian chartered bank subject to the provisions of the Bank Act and was formed through the amalgamation on 1 February 1955 of The Bank of Toronto (chartered in 1855) and The Dominion Bank (chartered in 1869). The Bank's registered office is located at 66 Wellington Street West, TD Bank Tower, Toronto-Dominion Centre, Toronto, Ontario, M5K 1A2, Canada. The telephone number of the Bank is +1 (416) 944-6367.

TD is the sixth largest bank in North America by assets and serves over 28.1 million customers in four key businesses operating in a number of locations in financial centres around the globe: Canadian Personal and Commercial Banking, including TD Canada Trust and TD Auto Finance Canada; U.S. Banking, including TD Auto Finance U.S., and TD Wealth (U.S.); Wealth Management and Insurance, including TD Wealth (Canada), TD Direct Investing, and TD Insurance; and Wholesale Banking, including TD Securities and TD Cowen. TD also ranks among North America's leading digital banks, with more than 13 million active mobile users in Canada and the U.S..

The Bank trades under the symbol "TD" on the Toronto Stock Exchange and New York Stock Exchange.

Business Overview

Canadian Personal and Commercial Banking serves over 16 million customers in Canadian personal and business banking. Personal Banking delivers personalised solutions through a full suite of products and services across deposits, investing, payments and lending. Business Banking is a premier, customer-centric franchise that delivers deep sector expertise, valuable advice, and a broad range of customised products and services to meet the needs of business owners, leveraging its national network of branches, commercial banking centres, digital channels and contact centres, and provides retail auto loans through auto dealerships across Canada.

U.S. Banking includes the Bank's personal, business banking and wealth management operations in the U.S.. U.S. Banking serves over 10 million customers in branches from Maine to Florida, and via auto dealerships and credit card partner business locations nationwide. Personal Banking provides a full range of financial products and services to customers through a network of stores, ATMs, contact centres, and digital sales and servicing. Business banking offers a diversified range of products and services to help businesses meet their financing, investment, cash management, international trade, and day-to-day banking needs. Wealth management provides wealth products and services to retail clients.

Wealth Management and Insurance serves approximately 6 million customers across the wealth and insurance businesses in Canada. Wealth Management offers wealth solutions to retail clients in Canada through the self-directed brokerage, advice-based, and asset management businesses. Wealth Management also offers asset management products to institutional clients in Canada and globally. Insurance offers property and casualty insurance through direct channels and to members of affinity groups, as well as life and health insurance products to customers across Canada.

Wholesale Banking serves over 10,000 corporate, government, and institutional unique clients across North America, Europe, and Asia-Pacific. Operating under the brand names TD Securities and TD Cowen, Wholesale Banking offers global markets and corporate and investment banking services to its corporate, government and institutional clients and provides market access and wholesale banking solutions for the Bank's business banking, wealth and retail operations and their clients.

The Bank's other business activities are not considered reportable segments and are, therefore, grouped in the Corporate segment. Corporate segment is comprised of service and control functions, including Technology Solutions, Shared Services, Treasury and Balance Sheet Management, Marketing, Human Resources, Finance, Risk Management, Compliance, Anti-Money Laundering, Legal, Real Estate and others."

ANNEXURE D

The section of the Information Memorandum entitled "*Canadian Bank Resolution Powers*" is supplemented with the following:

"***Following a Bail-in Conversion, Noteholders of Bail-inable Notes lodged in the Austraclear System that have been converted into common shares may face operational and procedural risks as it is not possible for common shares to be delivered or held in the Austraclear System***

Where the Bail-inable Notes are lodged in the Austraclear System, Austraclear is recorded as the registered holder of such Bail-inable Notes and holds those Bail-inable Notes as nominee for participants in the Austraclear System, who in turn may hold interests on behalf of underlying beneficial owners. Upon a Bail-in Conversion, whereby the Bail-inable Notes may be converted into common shares of the Issuer or its affiliates, holders of the Bail-inable Notes should be aware that the Austraclear System is not able to accept or facilitate the holding or transfer of equity securities, including common shares. As a result, upon a Bail-in Conversion, it will not be possible for common shares or other equity securities to be delivered or held through the Austraclear System. Instead, an alternative mechanism will be required to effect delivery of common shares or other equity securities of the Issuer or its affiliates to the ultimate beneficial owners, which may involve the withdrawal of the Bail-inable Notes from the Austraclear System, the identification of participants and underlying beneficial owners, and the delivery of common shares or other equity securities of the Issuer or its affiliates outside the Austraclear System, potentially through the appointment of a share trustee or similar arrangement. This process may be operationally complex, may result in delays or additional administrative steps, and may give rise to uncertainties or costs in relation to the timely and effective delivery of common shares or other equity securities of the Issuer or its affiliates to holders of the Bail-inable Notes or beneficial owners. There can be no assurance that any such alternative arrangements will operate smoothly or without disruption, and Noteholders of the Bail-inable Notes may be exposed to risks of delay, loss of value, or difficulties in realising or disposing of common shares or other equity securities of the Issuer or its affiliates received upon a Bail-in Conversion. Noteholders should consider these operational and procedural risks when assessing an investment in the Bail-inable Notes."

ANNEXURE E

The sub-section of the Information Memorandum entitled "*Taxation – Canadian Taxation*" is deleted and replaced with the following.

"The following is, as of the date hereof, a summary of the principal Canadian federal income tax considerations under the *Income Tax Act* (Canada) and regulations promulgated thereunder (collectively, the "**Canada Tax Act**") generally applicable to a holder who acquires beneficial ownership of a Note upon the initial issuance by the Issuer pursuant to this Pricing Supplement or common shares of the Issuer or an affiliate of the Issuer that is a corporation resident or deemed resident in Canada on a Bail-in Conversion, and who, for purposes of the Canada Tax Act and at all relevant times, (i) is not (and is not deemed to be) resident in Canada, (ii) deals at arm's length with, and is not affiliated with, the Issuer, any affiliate of the Issuer who issues common shares on a Bail-in Conversion and any transferee resident (or deemed to be resident) in Canada to whom the holder assigns or otherwise transfers the Note, (iii) is not, and deals at arm's length with any person who is, a "specified shareholder" (within the meaning of subsection 18(5) of the Canada Tax Act) of the Issuer or any of its affiliates, (iv) is entitled to receive all payments (including any interest and principal and dividends) made on the Note or any common shares of the Issuer or any of its affiliates acquired on a Bail-in Conversion as beneficial owner, (v) does not use or hold and is not deemed to use or hold the Note or any common shares of the Issuer or any of its affiliates acquired on a Bail-in Conversion in, or in the course of, carrying on a business in Canada and (vi) is not an insurer carrying on an insurance business in Canada and elsewhere (a "**Non-resident Holder**"). A "specified shareholder" for these purposes generally includes a person who (either alone or together with persons with whom that person is not dealing at arm's length) owns or has the right to acquire or control 25% or more of the Issuer's shares determined on a votes or fair market value basis. This summary assumes that no amount paid or payable in respect of a Note (including in respect of any disposition of a Note) will be the deduction component of a "hybrid mismatch arrangement" under which the payment arises within the meaning of paragraph 18.4(3)(b) of the Canada Tax Act.

This summary is based upon the provisions of the Canada Tax Act in force on the date hereof. This summary takes into account proposed amendments to the Canada Tax Act in the form publicly announced prior to the date hereof by or on behalf of the Minister of Finance (Canada) (the "**Tax Proposals**") and current administrative policies of the Canada Revenue Agency published in writing by it prior to the date hereof. This summary assumes that all Tax Proposals will be enacted in the form currently proposed; however, no assurance can be given that the Tax Proposals will be enacted in the form proposed or at all. This summary does not otherwise take into account or anticipate any other changes in law or administrative policies, whether by legislative, governmental or judicial decision, action or interpretation, nor does it take into account other federal or any provincial, territorial or foreign income tax legislation or considerations, which may differ from those discussed herein. Subsequent developments could have a material effect on the following description.

This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular holder and no representations with respect to the income tax consequences to any particular holder are made. This summary is not exhaustive of all Canadian federal income tax considerations. Accordingly, prospective investors in Notes should consult their own tax advisors with respect to their own particular circumstances.

For the purposes of the Canada Tax Act, all amounts not expressed in Canadian dollars must generally be converted into Canadian dollars based on the single day exchange rate as quoted by the Bank of Canada for the applicable day or such other rate of exchange that is acceptable to the Minister of National Revenue (Canada).

Notes

Interest (including amounts on account or in lieu of payment of, or in satisfaction of, interest) paid or credited or deemed for purposes of the Canada Tax Act to be paid or credited on a Note to a Non-resident Holder (including any amount paid at maturity in excess of the principal amount and interest deemed to be paid on the Note in certain cases involving the assignment or other transfer of a Note to a resident or deemed resident of Canada) will not be subject to Canadian non-resident withholding tax

unless all or any portion of such interest is "participating debt interest" for purposes of the Canada Tax Act. "Participating debt interest" is defined generally as interest (other than interest on a "prescribed obligation" described below) all or any portion of which is contingent or dependent on the use of or production from property in Canada or is computed by reference to revenue, profit, cash flow, commodity price or any other similar criterion or by reference to dividends paid or payable to shareholders of any class or series of shares of the capital stock of a corporation. A "prescribed obligation" is an "indexed debt obligation" (as defined in the Canada Tax Act) in respect of which no amount payable is: (a) contingent or dependent upon the use of or production from property in Canada, or (b) computed by reference to: (i) revenue, profit, cash flow, commodity price or any other similar criterion, other than a change in the purchasing power of money, or (ii) dividends paid or payable to shareholders of any class or series of shares of a corporation. An "indexed debt obligation" is a debt obligation the terms or conditions of which provide for an adjustment to an amount payable in respect of the obligation for a period during which the obligation was outstanding, which adjustment is determined by reference to a change in the purchasing power of money.

In the event that a Note is redeemed, cancelled, purchased or repurchased by the Issuer or any other person resident or deemed to be resident in Canada from a Non-resident Holder, or is otherwise assigned or transferred by a Non-resident Holder to the Issuer or any other person resident or deemed to be resident in Canada, for an amount which exceeds, generally, the issue price thereof, all or part of any such excess amount may, in certain circumstances, be deemed to be interest and may (together with any interest that has accrued or is deemed to have accrued) be subject to Canadian non-resident withholding tax. Such withholding tax will apply if all or any part of such interest is participating debt interest (as defined above) unless, in certain circumstances, the Note is not an indexed debt obligation (described above) and it was issued for an amount not less than 97% of its principal amount (as defined in the Canada Tax Act), and the yield from which, expressed in terms of an annual rate (determined in accordance with the Canada Tax Act) on the amount for which the Note was issued, does not exceed 4/3 of the interest stipulated to be payable on the Note, expressed in terms of an annual rate on the outstanding principal amount from time to time.

If applicable, the normal rate of Canadian non-resident withholding tax is 25%, but such rate may be reduced under the terms of an applicable income tax treaty or convention.

Generally, there are no other Canadian taxes on income (including taxable capital gains) payable by a Non-resident Holder under the Canada Tax Act solely as a consequence of the acquisition, ownership or disposition of a Note by the Non-resident Holder or the conversion of the Note into common shares of the Issuer or any of its affiliates.

Common Shares Acquired on a Bail-In Conversion

Dividends

Dividends paid or credited or deemed to be paid or credited to a Non-resident Holder on any common shares of the Issuer or on the common shares of an affiliate of the Issuer that is (or is deemed to be) a corporation resident in Canada (for purposes of the Canada Tax Act) will be subject to Canadian non-resident withholding tax at a rate of 25%, but such rate may be reduced under the terms of an applicable income tax treaty or convention.

Dispositions

A Non-resident Holder will not be subject to tax under the Canada Tax Act on any capital gain realised on a disposition or deemed disposition of any common shares of the Issuer or an affiliate of the Issuer unless such shares constitute "taxable Canadian property" to the Non-resident Holder for purposes of the Canada Tax Act at the time of their disposition, and such Non-resident Holder is not entitled to relief pursuant to the provisions of an applicable income tax treaty or convention.

Generally, common shares of the Issuer or of an affiliate of the Issuer will not constitute taxable Canadian property to a Non-resident Holder provided that they are listed on a designated stock exchange (which currently includes the Toronto Stock Exchange and the New York Stock Exchange) at the time of their disposition, unless, at any particular time during the 60 month period that ends at that time, the following conditions are met concurrently: (i) one or any combination of (a) the Non-resident

Holder, (b) persons with whom the Non-resident Holder did not deal at arm's length, or (c) partnerships in which the Non-resident Holder or a person described in (b) held a membership interest directly or indirectly through one or more partnerships, owned 25% or more of the issued shares of any class or series of the applicable issuer's share capital and (ii) more than 50% of the fair market value of the relevant shares was derived directly or indirectly from one or any combination of (a) real or immovable property situated in Canada, (b) Canadian resource properties (as defined in the Canada Tax Act), (c) timber resource properties (as defined in the Canada Tax Act), and (d) an option in respect of, or an interest in, or for civil law a right in, any of the foregoing property, whether or not such property exists. Notwithstanding the foregoing, a share may be deemed to be "taxable Canadian property" in certain other circumstances. Non-resident Holders should consult their own tax advisers with respect to their particular circumstances."