

IMPORTANT: If your chequing or savings account is a joint account, all authorized signatures are required. You confirm that you have read, understand and agree to the Terms and Conditions of this US Dollar PAD Agreement both above and below.

Signature of account holder

Signature of joint account holder

Name (Please print)

Name (Please print)

Date (Month / Day / Year)

Date (Month / Day / Year)

Login ID (For branch completion only)

Branch Number (For branch completion only)

Once completed, please print, sign and mail or fax this US Dollar PAD Agreement to the address or applicable fax number set out below. If you have any difficulties with completing this US Dollar PAD Agreement, simply bring it in to your local TD Canada Trust branch:

TD Canada Trust

Personal Credit Card: 1-877-941-4033

P.O. Box 337 STN A

Orangeville ON L9W 9Z9

US Dollar PAD Agreement Terms & Conditions

1. Definitions

In addition to the defined terms set out above, in this US Dollar PAD Agreement:

"We", **"us"**, **"our"**, and **"TD"** refer to The Toronto-Dominion Bank and its successors or assigns.

"You" and **"your"** refer to each holder of the US Dollar PAD Account.

* Minimum Payment: The minimum payment due amount, as outlined on your most recent credit card statement, will be withdrawn. If you have a TD Payment Plan, Monthly Payment Plan Amounts will be included in the Minimum Payment starting the first statement we provide following the creation of a Payment Plan. If a payment that does not satisfy the Minimum Payment is applied to your credit card account prior to the Payment Due Date of your monthly statement, the amount equal to the difference will be withdrawn. If the Minimum Payment due is satisfied prior to the Payment Due Date, no pre-authorized debit payment will be withdrawn during the same billing cycle period.

** New Balance/Grace Period Payment Amount: The New Balance amount as outlined on your most recent credit card statement will be withdrawn, unless you have a TD Payment Plan on your TD credit card account. If you have any TD Payment Plans on your TD account, then for the Term of the Payment Plan(s) it is the Grace Period Payment Amount for your most recent credit card statement that will be withdrawn. (The Grace Period Payment Amount is the New Balance shown on your monthly statement minus your Total Payment Plans Balance(s) that are shown on that same monthly statement, plus your Monthly Payment Plan Amount(s) that are due on your monthly statement) If a Purchase is converted into a Payment Plan after the Purchase was shown on your credit card account's monthly statement, the PAD for that statement period will continue to pay the New Balance amount that was shown on that monthly statement. This may result in your PAD paying down a partial or full amount of the new Payment Plan(s). If you make any additional payment(s) to your TD Credit Card prior to the Payment Due Date, of your monthly statement, the automatic Payment Amount that will be withdrawn pursuant to your PAD Agreement will be reduced as a result of those additional payment(s). If the New Balance/Grace Period Payment Amount due is satisfied prior to the Payment Due Date, no PAD will be withdrawn during the same billing cycle period. After the expiry of all Payment Plans on your TD account, the New Balance outlined on your most recent credit card statement will be what is then withdrawn each month.

2. Acknowledgements

You acknowledge that:

- (i) If this US Dollar PAD is used for payment of a business TD US Dollar Credit Card Account with us, it is a Business US Dollar PAD;
- (ii) If this US Dollar PAD is used for payment of a personal TD US Dollar Credit Card Account with us, it is a Personal US Dollar PAD;
- (iii) This Agreement is being entered into for our benefit and the benefit of any financial institution that holds the PAD Account (the **"PAD Institution"**), and is being entered into in consideration of the PAD Institution agreeing to process PADs against the PAD Account in accordance with the rules of the Canadian Payments Association;
- (iv) TD may issue a US Dollar PAD monthly;
- (v) Delivery of this US Dollar PAD to us constitutes delivery by you to the PAD Institution;
- (vi) The PAD Institution (if other than TD) is not required to verify that each US Dollar PAD submitted by us has been issued in accordance with this PAD, including the Payment Amount, or that the purpose of payment for which the US Dollar PAD was submitted has been fulfilled by us as a condition of honouring the US Dollar PAD; and
- (vii) AS THE PAYMENT AMOUNT IS VARIABLE, YOU WAIVE ANY REQUIREMENT THAT TD GIVE PRE-NOTIFICATION OF ANY PAYMENT AMOUNT.

3. Accuracy

You warrant to us on a continuing basis that all persons whose signatures are required to deal with the US Dollar PAD Account have signed this US Dollar PAD Agreement and that the information set out above in this US Dollar PAD Agreement with respect to the US Dollar PAD Account is accurate and complete. You will notify us in writing (by completing a new US Dollar PAD Agreement) of any change in such information at least 30 days prior to the next due date of a US Dollar PAD.

4. Cancellation Rights

You may cancel this US Dollar PAD at any time by giving us 30 days prior written notice. Such written notice may be provided by completing a new US Dollar PAD Agreement. For more information on your rights to cancel a US Dollar PAD Agreement, you may contact your financial institution or visit www.cdnpay.ca.

5. Recourse Rights

You have certain recourse rights if any US Dollar PAD does not comply with this US Dollar PAD Agreement. For example, you have the right to receive reimbursement for any US Dollar PAD that is not authorized or is not consistent with this US Dollar PAD Agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca.