

Undertaking – Principal Protected Notes Regulations

Each of the undersigned financial institutions hereby undertakes and agrees that, while the above noted Regulations remain in force, and while it offers principal protected notes as defined in the Regulations for sale by electronic means and/or by telephone:

- (a) it will give to investors who purchase a principal protected note by electronic means or by telephone, the opportunity to cancel the purchase within two days after the later of
 - (i) the day on which the agreement to purchase the principal protected note is entered into, and
 - (ii) the day on which the disclosure required by section 3 of the Regulations is provided to the investor;

- (b) investors who purchase a principal protected note over the telephone or by electronic means will be deemed to have been provided the written disclosure required by section 3 of the Regulations:
 - (i) on the day recorded as the time of sending by the server or other electronic transmission system, if provided by electronic means;
 - (ii) on the day recorded as the time of sending by a fax machine, if provided by fax;
 - (iii) five business days after the postmark date, if provided by mail; and
 - (iv) when it is received, in any other case;

- (c) upon cancellation of the purchase of a principal protected note pursuant to this undertaking, it will refund the principal amount, if any, deposited with it to purchase the principal protected note and any fees relating to the purchase that have been paid by the investor; and

- (d) it will publish its obligations pursuant to this undertaking on its internet website.

THE TORONTO-DOMINION BANK
TD MORTGAGE CORPORATION
TD PACIFIC MORTGAGE CORPORATION
THE CANADA TRUST COMPANY

Per: _____