

## TD Registered Guaranteed Investment Certificate (GIC)/ Term Deposit Agreement

| Registration Type:  RSP RIF RESP TFS.   | A         | Account Number:   |
|---|-----------|---|
|   |           | ng a GIC at a branch) or by consenting (when line), you acknowledge and agree that:   |
| <ol> <li>The contract for any TD Registered Guaranteed Investment Certificate (GIC) or Term Deposit is made up of the following documents:         <ul> <li>This TD Registered Guaranteed Investment Certificate (GIC)/Term Deposit Agreement.</li> <li>The TD Registered Guaranteed Investment Certificate (GIC)/Term Deposit Terms (the <i>Terms</i>).</li> <li>The Confirmation of Investment.</li> <li>The TD Market Growth GIC Disclosure Statement, if your GIC is a TD Market Growth GIC.</li> </ul> </li> <li>We refer to the above documents as the <i>Contract</i>.</li> <li>When you consent to buy a TD GIC or Term Deposit, you had the opportunity to review the Contract, you understand it and you agree to be bound by it.</li> <li>The law requires that we request your Social Insurance Number (SIN). We give this number to federal and provincial tax authorities, along with information about income you earned on your GIC or Term Deposit.</li> </ol> |           | <ul> <li>4) If you purchased a GIC at a branch or by telephone, you acknowledge that you received verbal disclosure of the following details: <ul> <li>The GIC's term and interest rate.</li> <li>How you will receive the principal amount and the interest return at maturity.</li> <li>The GIC's maturity date.</li> <li>For Market Growth GICs the information contained in Sections 1 through 8 of the TD Market Growth GICs Disclosure Statement.</li> </ul> </li> <li>5) TD may handle your personal information as set out in our Privacy Policy. You can find our Privacy Policy online at td.com/privacy</li> </ul> |
| Signatures  |           |   |
| Customer Name   | Signature | Date (mm/dd/yyyy)   |
|   |           |   |



### TD Registered Guaranteed Investment Certificate (GIC)/ Term Deposit Terms

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### **Section 1: Definitions**

**Confirmation** means the Confirmation of Investment form that we give to you when you purchase or renew a GIC or Term Deposit.

**DISA** means the Daily Interest Savings Account within a TD Canada Trust RSP, RIF or ESP.

**RESP** means the TD Canada Trust Registered Education Savings Plan.

GIC or Guaranteed Investment Certificate means a guaranteed investment certificate issued by any of The Toronto-Dominion Bank, TD Mortgage Corporation, TD Pacific Mortgage Corporation, or The Canada Trust Company, as indicated on your Confirmation.

*HISA* means the High Interest TFSA Savings Account within a TD Canada Trust TFSA.

RIF means the TD Canada Trust Retirement Income Fund.

RSP means the TD Canada Trust Retirement Savings Plan.

*Term Deposit* means a term deposit issued by any of The Toronto-Dominion Bank, TD Mortgage Corporation, TD Pacific Mortgage Corporation, or The Canada Trust Company, as indicated on your Confirmation.

TFSA means the TD Canada Trust Tax-Free Savings Account.

*We, us, our, TD Bank Group*, or *TD* refers to The Toronto-Dominion Bank and its affiliates, including TD Mortgage Corporation, TD Pacific Mortgage Corporation, and The Canada Trust Company, as indicated on your Confirmation.

*You, your,* or *yours* means the customer or customers named on your Confirmation.

### **Section 2: About Your GIC Or Term Deposit**

### 2.1 How do we pay interest to you?

If your GIC or Term Deposit earns interest, you may choose to have us pay it in several ways, depending on the instructions you give us. These options include paying:

- When your GIC or Term Deposit matures
- At regular intervals during your GIC or Term Deposit term
- As otherwise provided in your Confirmation

We will pay any interest by credit to the DISA or the HISA within your registered plan, as applicable. We do not pay interest on your GIC or Term Deposit beyond the maturity date.

We calculate interest on the basis of a 365-day year, except in a leap year when we calculate interest on the basis of a 366-day year.

## 2.2 Can you redeem your GIC or Term Deposit before it matures?

Your ability to redeem money from your GIC or Term Deposit before its maturity date depends on your investment type.

#### **GICs**

We offer two types of GICs:

- Non-redeemable: This type of GIC cannot be redeemed before its maturity date
- Redeemable: This type of GIC allows you to redeem it before its maturity date

Your Confirmation shows which type of GIC you have.

A non-redeemable GIC is a fixed-term investment, meaning you invest your money into it for a specific time period. You can find your GIC's term stated on the Confirmation. We will pay interest on the GIC amount until the maturity date, but you cannot redeem your GIC before the term ends.

If your GIC is redeemable as set out in your Confirmation, you may redeem all or part of your GIC, and we will pay you interest, if interest is payable to you. We will do so in accordance with the terms set out in your Confirmation.

#### **Term Deposits**

You may redeem all or part of your Term Deposit before its maturity date, according to the terms set out in your Confirmation. The amount that you may withdraw before the maturity date depends on your Term Deposit type and amount. You may receive payment of interest on the amount you withdraw as indicated on your Confirmation. You will continue to earn interest on the balance remaining at the interest rate or rates set out in your Confirmation.

# 2.3 How can you receive your funds after your GIC or Term Deposit matures?

When your GIC or Term Deposit matures, depending on the type of GIC or Term Deposit you choose, one or more of the following maturity instructions may be available:

- Pay out principal and/or interest by credit to the DISA or the HISA within your registered plan, as applicable.
- Renew automatically in accordance with your Confirmation

#### **Pay Out**

If the maturity instruction for your GIC or Term Deposit is to pay out the principal and interest at maturity, we will include your final interest payment with the principal. We will credit to the DISA or the HISA within your registered plan, as applicable, by the maturity date.

### Renew Automatically

If the maturity instruction for your GIC or Term Deposit is automatic renewal, you agree that these Terms and the new Confirmation we issue you at renewal of such GIC or Term Deposit will govern your renewed GIC or Term Deposit.

### **Section 3: General Information**

### 3.1 Who is bound by the Contract?

The Contract is binding on us, our successors, and assigns. The Contract is also binding on you, your Legal Representatives, your heirs, your successors, and your estate

#### **Section 4: How To Contact Us**

### 4.1 How do you contact us with complaints?

If any complaints arise about your GIC Or Term Deposit, you can contact us in the way most convenient for you. To do so, follow the process set out below:

#### **Step 1: Voice Your Complaints**

To tell us about your complaint, please use the contact information provided below:

| <b>Contact Method</b> | Details                    |
|-----------------------|----------------------------|
| In Person             | Visit one of our branches. |
| Email                 | customer.service@td.com    |
| Toll-Free Call        | 1-833-259-5980             |

### **Step 2: Escalate Your Complaints-TD**

If your complaint remains unresolved, either of the following actions can happen:

- Manager Takes Action: A manager who is made awareof the issue will offer to escalate your problem to someone from senior management; or
- You Take Action: You can address your unresolved complaints by calling toll free to either a manager or a telephone banking specialist at 1-888-661-9029.

# **Step 3: Escalate Your Complaints- Senior Customer Complaints Office**

If your complaint remains unresolved, you may contact the Senior Customer Complaints Office in any of the following ways:

| Contact Method | Senior Customer Complaints Office<br>Information   |
|----------------|--|
| Email          | td.scco@td.com   |
| Toll-Free Call | 1-888-361-0319   |
| Mail           | Attn: Senior Customer Complaints Office<br>P.O. Box 1<br>Toronto-Dominion Centre<br>Toronto, Ontario M5K 1A2 |

# Step 4: Escalate Your Complaints - External Ombudsman

If you complete Steps 1 - 3 and your complaint remains unresolved, then you can contact the external ombudsman in the following ways:

| <b>Contact Method</b> | External Ombudsman Information   |  |
|-----------------------|--|--|
| Website               | www.bankingombuds.ca   |  |
| Email                 | contact@bankingombuds.ca   |  |
| Toll-Free Call        | 1-800-941-3655   |  |
| Mail                  | Ombuds Office (ADRBO) P.O. Box 1006 31 Adelaide Street East Toronto, Ontario M5C 2K4 |  |

Learn more about our complaint-handling procedures in our brochure, *You Have a Complaint?* You can find this brochure at any branch or on our website at td.com

# Section 5: How To Contact The Financial Consumer Agency Of Canada (FCAC)

You can contact the FCAC with a complaint about a potential violation of any of the following:

- A federal consumer protection law.
- · A public commitment.
- An industry code of conduct.

To do so, use the contact methods below:

| <b>Contact Method</b> | FCAC Information   |  |
|-----------------------|--|--|
| Website               | fcac-acfc.gc.ca  |  |
| Toll-Free Call        | English: 1-866-461-3222<br>En français: 1-866-461-2232                                 |  |
| Mail                  | 6th Floor<br>Enterprise Building<br>427 Laurier Avenue West<br>Ottawa, Ontario K1R 1B9 |  |

The FCAC does not become involved in matters of redress or compensation. To address these requests, follow the process described above in Section 4: How To Contact Us.

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