

TD Waterhouse Canada Inc. Account and Services Agreement and Disclosure Documents

**Summary of changes effective
December 31, 2020**



Changes to the TD Waterhouse Canada Inc. Account and Services Agreement and Disclosure Documents listed below will be effective December 31, 2020.

Please review the below amendments carefully and retain this notification for future reference. Except for reviewing these amendments, no action is required on your part.

If you would like the full text of the Account and Services Agreement and Disclosure Document, please visit www.td.com/2020ASA or contact your Investment Advisor.

Please note:

These changes apply to all agreements you have with TD Waterhouse Canada Inc. which incorporate the TD Waterhouse Canada Inc. Account and Services Agreement and Disclosure Documents.

Cash Account Agreement	
Clause 5 – Payments	
Current	New
<p>You will be liable for:</p> <ul style="list-style-type: none"> • payment of all commissions and fees, • payment of any debit balance or other obligation owing in any of your accounts 	<p>You will be liable for:</p> <ul style="list-style-type: none"> • payment of all commissions and fees, • payment of any debit balance or other obligation owing in any of your accounts including withholding tax,
Clause 7 – Communications	
Current	New
<p>It is your obligation as the account holder to review these communications carefully when you receive them and notify us in writing immediately of any errors, omissions or objections to the information provided. This written notice must be delivered, mailed or faxed to:</p> <p>Client Complaint Resolution Team 207 Queens Quay West, 5th Floor, Toronto, Ontario, M5J 1A7</p> <p>Where we require that you provide written communication, you may do so by delivery, mail or fax, unless we direct you otherwise.</p>	<p>It is your obligation as the account holder to review these communications carefully when you receive them and notify us in writing immediately of any errors, omissions or objections to the information provided. This written notice must be emailed to td.waterhouse@td.com or mailed to:</p> <p>Client Complaint Resolution Team P.O. Box 5999, Station F Toronto, ON M4Y 2T1</p> <p>Where we require that you provide written communication, you may do so by mail unless we direct you otherwise.</p>
Clause 8 - Exclusion of Liability	
Current	New
<p>We will not be responsible for any loss caused, directly or indirectly, by</p> <ul style="list-style-type: none"> • Any cause beyond our reasonable control including: any act of God, fire, act of government or state, order of any court, war, civil commotion, insurrection, embargo, industrial action, act or regulation of any governmental or supra national bodies or authorities... • Reason of any fact not caused by our bad faith, gross negligence, willful default or fraud. 	<p>We will not be responsible for any loss caused, directly or indirectly, by</p> <ul style="list-style-type: none"> • Any cause beyond our reasonable control including: any act of God, public health events (including pandemics), fire, act of government or state, order of any court, war, civil commotion, insurrection, embargo, industrial action, act or regulation of any governmental or supra national bodies or authorities... • Reason of any fact not caused by our bad faith, breach of IIROC Dealer Member Rules or applicable securities laws, negligence, willful default or fraud.
Safekeeping, Security Receipt and Delivery Obligations	
Current	New
<p>We cannot guarantee delivery of certificates or securities in any circumstances where a transfer agent or registrar of the securities is unable to provide a certificate or securities.</p>	<p>We are not responsible for instances where a transfer agent or registrar of the securities is delayed or unable to provide a certificate or securities.</p>

Options Trading Agreement

Clause 8 – Liability

Current

We will be responsible to you only for errors or omissions in the handling of orders for the purchase, sale, execution or expiration of an Option caused by our gross negligence or willful misconduct.

New

We will be responsible to you only for errors or omissions in the handling of orders for the purchase, sale, execution or expiration of an Option caused by our negligence, breach of IIROC Dealer Member Rules or applicable securities laws or willful misconduct.

Client Problem Resolution Process

Current

You can send your written complaint by mail to the Client Complaint Resolution Team, 207 Queens Quay West, 5th Floor, Toronto, Ontario M5J 1A7, fax at 416-983-2579 or by email at td.waterhouse@td.com.

New

You can send your written complaint by mail to the Client Complaint Resolution Team, P.O. Box 5999, Station F, Toronto, Ontario, M4Y 2T1 or by email at td.waterhouse@td.com.

The following has been added to this section:

Please note that the office of the TD Ombudsman is employed by TD Bank Group. While the TD Ombudsman does not report directly to any business areas in order to protect the office's impartiality, it is not an independent dispute resolution service. The mandate of the TD Ombudsman is to review your concerns and provide a response that is objective and unbiased.

Mutual Fund Trading Agreement

Current

3. Approved/Unapproved Fund Companies: We will only transact purchase orders for approved fund companies (as communicated by us).
For holdings of unapproved fund companies, we will only accept redemption and transfers requests within a family of funds. In addition, we do not guarantee:

- the timely payment of distributions,
- the next available net asset value, or
- fixed settlement dates.

New

3. Approved/Unapproved Fund Companies: We will only transact purchase orders for approved fund companies (as communicated by us).
For holdings of unapproved fund companies, we will only accept redemption and transfers requests within a family of funds. In addition, we are not responsible for:

- the timely payment of distributions,
- the next available net asset value, or
- fixed settlement dates.

Statement of Policies

Clause d - Connected Issuers to TD Waterhouse Canada Inc.

Current

d) Connected Issuers to TD Waterhouse Canada Inc.: An issuer is a "connected issuer" to TD Waterhouse Canada Inc. if there is a relationship between the issuer and TD Waterhouse Canada Inc., a related issuer of TD Waterhouse Canada Inc., or a director or officer of TD Waterhouse Canada Inc. or a related issuer, that might cause a reasonable prospective purchaser of the securities of the connected issuer to question whether TD Waterhouse Canada Inc. and the issuer are independent.

The following are connected issuers to TD Waterhouse Canada Inc.:

- Investment funds that have "TD", "TDAM", or "Epoch" in their name
- Genesis Trust II
- TMX Group Limited

New

d) Connected Issuers to TD Waterhouse Canada Inc.: An issuer is a "connected issuer" to TD Waterhouse Canada Inc. if there is a relationship between the issuer and TD Waterhouse Canada Inc., a related issuer of TD Waterhouse Canada Inc., or a director or officer of TD Waterhouse Canada Inc. or a related issuer, that might cause a reasonable prospective purchaser of the securities of the connected issuer to question whether TD Waterhouse Canada Inc. and the issuer are independent.

The following are connected issuers to TD Waterhouse Canada Inc.:

- Investment funds that have "TD", "TDAM", "TD Greystone" or "Epoch" in their name
- Genesis Trust II
- TMX Group Limited

Electronic Brokerage Services Client Agreement

Current

IMPORTANT: PLEASE READ THIS AGREEMENT BEFORE ACCESSING ANY OF THE WEBBROKER®, TALKBROKER®, TELEMAR®, OR ADVANCED DASHBOARD PLATFORM SERVICES. YOUR USE OF ANY OF THE SERVICES AS DEFINED BELOW OR SIGNED ACKNOWLEDGEMENT WILL INDICATE THAT YOU HAVE READ THIS AGREEMENT AND WILL ACT AS YOUR ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN AND ANY OTHER TERM, CONDITION OR RESTRICTION APPLICABLE IN RESPECT OF THE SERVICES. TD WATERHOUSE CANADA INC. WILL PROVIDE THE SERVICES TO YOU ONLY UPON THE FOLLOWING TERMS AND CONDITIONS:

New

IMPORTANT: PLEASE READ THIS AGREEMENT BEFORE ACCESSING ANY OF THE WEBBROKER®, TALKBROKER®, TELEMAR®, thinkorswim, TD APP, ADVANCED DASHBOARD, OR OTHER ONLINE OR MOBILE PLATFORM SERVICES. YOUR USE OF ANY OF THE SERVICES AS DEFINED BELOW OR SIGNED ACKNOWLEDGEMENT WILL INDICATE THAT YOU HAVE READ THIS AGREEMENT AND WILL ACT AS YOUR ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN AND ANY OTHER TERM, CONDITION OR RESTRICTION APPLICABLE IN RESPECT OF THE SERVICES. TD WATERHOUSE CANADA INC. WILL PROVIDE THE SERVICES TO YOU ONLY UPON THE FOLLOWING TERMS AND CONDITIONS:

Definitions

Clause 4

Current

Information provided through the Services has been independently obtained from various Information Providers through sources believed to be reliable. TD Bank Group and the Information Providers do not guarantee the timeliness, sequence, accuracy and completeness of any market data or other Information or messages that they disseminate. Neither TD Bank Group nor any Information Provider will be liable in any way to you or any other person for (a) any inaccuracy, error or delay, or omission of (i) any such data, Information or message or (ii) the transmission or delivery of any such data, Information or message, or (b) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission or by reason of nonperformance, or of interruption in any such data, Information or message, due to any negligent act or omission by any disseminating party or due to any "force majeure" (i.e., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, dispute, accident, communications or power failure, equipment or software malfunctions) or any cause beyond the reasonable control of any disseminating party.

New

Information provided through the Services has been independently obtained from various Information Providers through sources believed to be reliable. Other than statements, trade confirmations and other Information we are required to provide by IIROC Dealer Member Rules and applicable securities laws, the timeliness, sequence, accuracy and completeness of any market data or other Information or messages that TD Bank Group and the Information Providers disseminate is for your reference only and may be subject to errors. You agree to verify such information before relying upon it. Neither TD Bank Group nor any Information Provider will be liable in any way to you or any other person for (a) any inaccuracy, error or delay, or omission of (i) any such data, Information or message or (ii) the transmission or delivery of any such data, Information or message, or (b) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission or by reason of nonperformance, or of interruption in any such data, Information or message, due to any negligent act or omission by any disseminating party or due to any "force majeure" (i.e., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, dispute, accident, communications or power failure, public health events including pandemics, equipment or software malfunctions beyond our reasonable control) or any cause beyond the reasonable control of any disseminating party except where direct losses flow from our breach of IIROC Dealer Member Rules or applicable securities laws and you have taken reasonable action to mitigate those losses.

Clause 5	
Current	New
<p>Notwithstanding any other term and condition herein or any other agreement applicable to the account, neither TD Bank Group nor the Information Providers will be liable or responsible for any loss caused, directly or indirectly, by any breach of contract, tort (including negligence), or otherwise, arising out of:</p> <ul style="list-style-type: none"> • Any interruption of or deficiency in any data, information or other aspect of the Services as a result of any act or omission including without limitation communications or power failure, equipment or software malfunction, • The delayed access or inability to access your account or the Services for any reason including periods of increased volume or market activity or to allow for systems maintenance, updates, or for any other cause, or • The availability, access, accuracy, completeness, timeliness or correct sequencing of the Services, any information or data received using the Services, or for any decision made or action taken by you in reliance upon the Services or information or data received using the Services, or for interruption of any aspect of the Services for any reason, • The accuracy or timeliness of any quotation Information provided through the Services. 	<p>Notwithstanding any other term and condition herein or any other agreement applicable to the account, neither TD Bank Group nor the Information Providers will be liable or responsible for any loss caused, directly or indirectly, by any breach of contract, tort (including negligence), or otherwise, arising out of:</p> <ul style="list-style-type: none"> • Any interruption of or deficiency in any data, information or other aspect of the Services as a result of any act or omission beyond our reasonable control including without limitation communications or power failure, equipment or software malfunction. • The delayed access or inability to access your account or the Services for any reason including periods of increased volume or market activity or to allow for systems maintenance, updates, or for any other cause, or • The availability, access, accuracy, completeness, timeliness or correct sequencing of the Services, any information or data received using the Services, or for any decision made or action taken by you in reliance upon the Services or information or data received using the Services, or for interruption of any aspect of the Services for any reason, • The accuracy or timeliness of any quotation Information provided through the Services. <p>except where such direct losses flow from our breach of IIROC Dealer Member Rules or applicable securities laws and you have taken reasonable action to mitigate those losses.</p>
Clause 9	
Current	New
<p>Notwithstanding any other term and condition herein or any other agreement applicable to the account, we shall not have any liability to you for any direct, indirect, consequential, incidental or any similar damages including, without limitation, all losses, costs, expenses, loss of profits, loss of revenue or failure to realize expected savings arising from or out of the existence, furnishing, or functioning of the Services, or any act or omission in connection with your accessing the account or the Services. By agreement, you unconditionally waive any right you may have to claim or recover any such damages, even if you have informed us of the possibility or likelihood of such damages.</p>	<p>Notwithstanding any other term and condition herein or any other agreement applicable to the account, we shall not have any liability to you for any direct, indirect, consequential, incidental or any similar damages including, without limitation, all losses, costs, expenses, loss of profits, loss of revenue or failure to realize expected savings arising from or out of the existence, furnishing, or functioning of the Services, or any act or omission in connection with your accessing the account or the Services except where such direct losses flow from our breach of IIROC Dealer Member Rules or applicable securities laws and you have taken reasonable action to mitigate those losses. By agreement, you unconditionally waive any right you may have to claim or recover any such damages, even if you have informed us of the possibility or likelihood of such damages.</p>