

PRIVACY AGREEMENT

In this Agreement, the words “you” and “your” mean any person who has requested from us, or offered to provide a guarantee for, any product or service offered by us. The words “we”, “us” and “our” mean TD Bank Financial Group (“TDBFG”). TDBFG means The Toronto-Dominion Bank and its affiliates, including TD Financing Services Inc., which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word “Information” means personal, financial and other details about you that you provide to us and we obtain from others outside our organization, including through the products and services you use.

You acknowledge, authorize and agree as follows:

COLLECTING AND USING YOUR INFORMATION

At the time you begin a relationship with us and during the course of our relationship, we may collect Information including:

- details about you and your background, including your name, address, date of birth, occupation and other identification, all of which are required under law;
- records that reflect your business dealings with and through us; and
- your financial preferences and activities.

This Information may be collected from you and from sources outside our organization, including from:

- government agencies and registries, law enforcement authorities and public records;
- credit reporting agencies;
- other financial institutions;
- other service providers, agents and other organizations with whom you make arrangements;
- references you have provided;
- persons authorized to act on your behalf under a power of attorney or other legal authority; and
- Merchants/Dealers involved in the sale of merchandise to you.

You authorize those sources to give us the Information.

We will limit the collection and use of Information to what we require in order to serve you as our customer and to administer our business, including to:

- verify your identity;
- evaluate and process your application, accounts, transactions and reports;
- provide you with ongoing service;
- analyze your financial needs and activities to help us serve you better;
- help protect you and us against fraud and error;
- help manage and assess our risks, operations and relationship with you; and
- comply with applicable laws and requirements of regulators, including self-regulatory organizations.

DISCLOSING YOUR INFORMATION

We may disclose Information, including as follows:

- with your consent;
- in response to a court order, search warrant or other demand or request, which we believe to be valid;

- to meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, to satisfy legal and regulatory requirements applicable to us;
- to suppliers, agents and other organizations that perform services for you or for us or on our behalf;
- when we buy or sell all or part of our businesses or when considering such transactions;
- to help us collect a debt or enforce an obligation owed to us by you; or
- where permitted by law.

SHARING INFORMATION WITHIN TDBFG

Within TDBFG, we may share Information, other than health-related Information, for the following purposes:

- To manage your total relationship within TDBFG, including servicing your account, as well as our business risks and operations.
- To comply with legal or regulatory requirements.
- To allow other businesses within TDBFG to tell you about products and services. If you prefer, you may choose not to have us share your Information in this way.

TD Financing Services Inc. and its affiliates may also share information with other entities involved in the referral of your application to us.

ADDITIONAL COLLECTIONS, USES AND DISCLOSURES

Social Insurance Number (SIN) – It is optional for you to provide your SIN. When you provide us with your SIN, we may use it as an aid to identify you and to keep your information separate from that of other customers with a similar name, including through the credit granting process. You may choose not to have us use your SIN as an aid to identify you with credit reporting agencies.

Credit Consent – We will obtain information and reports about you from credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to review and verify your creditworthiness and/or establish credit and hold limits. You may choose not to have us conduct a credit check in order to assess an application for credit. Once you have such a facility or product with us, we may from time to time disclose your Information to other lenders and credit reporting agencies seeking such Information, which helps establish your credit history and supports the credit granting and processing functions in general. If you have a credit product with us, you may not withdraw your credit consent.

Insurance – If you are applying for, requesting pre-screening for, modifying or making a claim under an insurance product that we insure, reinsure, administer or sell, we may, if necessary, collect, use, disclose and retain health-related Information about you. We may collect this information from you or any health care professional, medically related facility, insurance company or other person who has knowledge of your Information. We may also obtain a personal investigation report. We may use your Information to:

- ensure you are eligible for coverage;
- administer your insurance and our relationship with you;
- investigate and adjudicate your claims;
- help manage and assess our risks.

We may share your Information with any health care professional, medically related facility, insurance company or other person who has knowledge of your personal Information, to allow them to properly answer questions when providing us with Information about you. We may share lab results about infectious diseases with appropriate public health authorities. If we collect your health-related Information for the purposes described above, it will not be shared with our affiliates, except to the extent that other affiliate companies insure, reinsure, administer or sell relevant coverage and the disclosure is required for the purposes described above. Your health-related Information may be shared with administrators, service providers, reinsurers and prospective insurers and reinsurers of our insurance operations, as well as their administrators and service providers for these purposes.

Marketing Purposes – We may also use your Information for marketing purposes, including to:

- better understand your financial needs and activities so that we may tell you about other products and services that may be of interest to you, including those offered by our affiliates and third parties we select;
- determine your eligibility to participate in contests, surveys or promotions, and to conduct and administer contests that you enter;
- conduct research and surveys to assess your satisfaction with us as a customer, and to develop products and services to meet your needs;
- contact you by telephone, fax, automatic dialing-announcing device, at the numbers you have provided us, or by internet, mail, email and other methods.

With respect to these marketing purposes, you may choose not to have us:

- contact you occasionally with offers that may be of benefit to you; or
- contact you to participate in customer research and surveys.

Telephone discussions – When speaking with one of our telephone service representatives, we may monitor and/or record your telephone discussions to enhance customer service, to confirm our discussions with you and for our mutual protection.

MORE INFORMATION

Please read our Privacy Code for further details about this Agreement and our privacy policies.

Visit <http://www.tdfinancingservices.com/privacy.aspx>, or contact us for a copy.

You acknowledge that we may amend this Agreement and our Privacy Code from time to time to reflect changes in legislation or other issues that may arise. We will post the revised Agreement and Privacy Code on our website listed above. We may also send them to you by mail. You acknowledge, authorize and agree to be bound by such amendments.

If you wish to opt-out or withdraw your consent at any time for any of the opt-out choices described in this Agreement, you may do so by contacting us at 1-866-245-4722. Please read our Privacy Code for further details about your opt-out choices.

TD FINANCING SERVICES PROBLEM RESOLUTION PROCESS

If you have a problem or concern you may contact a Customer Service Representative by telephone, fax, mail or email.

Telephone: 1-866-508-6312 **Fax:** 1-800-869-0791

Mail: TD Financing Services Inc. PO Box 4676, Station A Toronto, ON M5W 6A4

Email*: customerfeedback@td.com.

Please include your full name, address and telephone number in your communication.

*For your protection, do not send confidential information via email, as it is NOT a secure method of communication. If your request is urgent or requires disclosure of confidential information for resolution, please call the appropriate number.

TD Financing Services Inc. is a subsidiary of The Toronto-Dominion Bank ("TD Bank"). For a more detailed overview of the TD Bank complaint process (including information about regulators of TD Bank), or to access TD Bank's procedures for dealing with complaints established under regulations, please visit www.td.com.