



# Personal Credit Agreement

Companion  
Booklet

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## Our Service Commitment to You

Our mission at Scotiabank is to be the best at helping customers become financially better off by finding relevant solutions to meet their needs. If you're not completely satisfied with the products and services we're providing you, we want to know; let the people at your Branch or Service Centre know about any concerns you have. If your concerns are not resolved to your satisfaction please refer to the Complaint Resolution section of this Companion Booklet. At Scotiabank, we are committed to the highest standards of customer service, in fact, Scotiabank is a recognized leader in customer service amongst financial institutions. We are very proud of that reputation, but what is most important to us is that you are completely satisfied.

# Congratulations! Congratulations! Congratulations! Congratulations!

Your loans and/or your request for credit accounts have been approved!

The Scotiabank Personal Credit Agreement you've just signed is your promise to pay that loan or credit account.

*For loan products*, the agreement outlines the amount of the loan, the payment amounts and schedule, the interest rate, and where applicable, the security that you pledged for the loan.

*For credit accounts*, the agreement outlines the limit of the account, the payment options, interest rate, and where applicable, the security that you pledged for the credit account.

If you have any questions, please contact your branch or call 1-800-4SCOTIA (1-800-472-6842).

## So, what's in this booklet?

This booklet is a companion document to the Personal Credit Agreement and contains important terms which form part of that agreement. There are two sections:

**Loan Products & Credit Accounts** - In which we explain the general terms and conditions that apply to all Scotiabank personal loans and credit accounts. We also list your rights and responsibilities as a borrower and ours as a lender. We then explain terms unique to each type of loan product and credit account.

**Security Agreements** - If you have pledged security on the Personal Credit Agreement, the terms and conditions for that security agreement come into effect when you sign the credit agreement.

There are six types of security agreements, based on the type of security that we accepted from you. We include each type of security agreement with the exception of a collateral mortgage for real estate. That document will be given to you separately either by us or your lawyer. There is however, a short explanation of it provided for your information.

And just to be sure that we both understand the terminology we use in this booklet...

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# Definitions you need to know

**Agreement** means as appropriate, the Personal Credit Agreement, ScotiaLine personal line of credit for students Personal Credit Agreement or the *Scotia Professional* Student Plan Credit Agreement for ScotiaLine, including the applicable terms stated in this booklet and any notice or other document relating to your loan or credit account. It also includes any amendments, renewals or replacements to the agreement.

**Personal loan** means mortgage loans and Scotia Plan loans. They are also called term loans because they have a fixed time frame for repayment.

**Credit account** means VISA credit cards, ScotiaLine line of credit, ScotiaLine VISA, *Scotia Professional* Student Plan and Overdraft Protection.

**You** (all borrowers) means each person to whom the loan is granted, and includes the cosignors and guarantors.

**We, our, us, Scotiabank** or **the bank** (the lender) means The Bank of Nova Scotia and, as appropriate, any of our subsidiaries.

If the mortgage is in the name of National Trust as mortgagee, you agree that we are entering into the agreement with you as agents for National Trust.

**Security Agreement** refers to the documents identified as security agreements in this booklet. When you sign the Personal Credit Agreement and specify security in the security pledged section, the terms and conditions for that security agreement come into effect. The agreement grants us an interest in (or lien on) the property you pledged, which we may register with the appropriate government agency. We can take legal action to own, or sell that security if you are in default on the loan.

**Default** occurs when you fail to comply with any of the terms, including the promise to pay, outlined in any agreement you have with us.

**Legal Costs** means solicitor and own clients fees on an indemnity basis for our lawyers, as well as disbursements and taxes.

**Property (as appropriate)** means:

- tangible goods, such as a car, boat, aircraft, motorcycle or mobile home (any attachments, accessories, repair or replacement parts or other equipment placed on the property are considered part of the property)
- mutual funds, bonds, G.I.C's and bank accounts
- life insurance policy.

**Real Property (as appropriate)** means land, structures, buildings and fixtures (immovable property in Quebec).

**Card** means VISA/Chargex\* credit card and ScotiaLine VISA credit card.

**Cheque** means Scotia VISA cheques, ScotiaLine, *Scotia Professional* Student Plan and ScotiaLine VISA personal line of credit cheques.

# Loan Products & Credit Accounts

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In this section we explain the general terms and conditions that apply to all Scotiabank personal loans and credit accounts. Also listed are your rights and responsibilities as a borrower and ours as a lender. We then explain terms unique to each type of loan product and credit account.

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# General Terms and Conditions

You are agreeing to the terms and conditions in this booklet, and specifically the Scotiabank Group Privacy Agreement and the Telephone/Facsimile/E-Mail Agreement. Your application for credit forms part of this agreement.

## *Language Choice*

When you applied for the loan or credit account, you made a decision for your correspondence and materials to be in English or French. We will honour that request.

## *Who is bound by the agreement?*

The agreement and any security agreement you sign is binding on you, your estate, your representatives and any person to whom it is assigned. This includes legal or personal representatives, or anyone else to whom this agreement (and the property covered by the security interest) is transferred.

If more than one person signs this agreement, the obligations set out in it are joint and separate (joint and several). That means each person is fully responsible for the entire debt. Each person may give us any instructions regarding this agreement without the agreement of any other person.

## *Separate Agreements*

Each completed portion of the Personal Credit Agreement, together with the related terms and applicable security agreements contained in this booklet, is a separate contract.

If any part of this agreement is held to be invalid by a court, either completely or in part, the remaining parts shall still be in effect and binding.

## *Extensions or renewals*

We may extend, renew, or amend any agreement, or replace it with another agreement, without diminishing our interest in the property or our rights or your obligations under the agreement. In addition, no waiver or delay in enforcing our rights shall act to diminish or cancel our rights under any agreement.

We may sell, assign or deposit all or any part of any loan, agreement or security agreement to one or more third parties without notice to you or your consent. If we do so, you agree that the security agreement shall continue to secure all present and future amounts borrowed under all agreements, including all amounts owing under any loan or agreement that have been sold, assigned or deposited. The security agreement, any agreement and any amount borrowed by you, once sold, assigned or deposited may be repurchased by us, whether or not in default.

You agree that we may pass information about you and any loan covered in the agreements to any one to whom we assign or deposit the agreements or security agreement, in whole or part, including a trustee or custodian, or to any party which may act as a servicer of the agreements or mortgage.

## Your rights & obligations as a borrower

When you borrow money from us, use a credit account, or authorize others to use it, you incur a debt.

*Your primary obligation is to repay that debt according to the terms and conditions outlined in the agreement and this companion booklet.*

You agree to make each payment on time in full. You are in default when you fail to honour any of the terms of the loan or credit account.

### *Making payments when mail service is disrupted*

Even when normal mail service is disrupted, you must continue to make payments. If appropriate, we will tell you where to do so, and where to pick up your statement, by advertising on radio, television or in newspapers. Your statement will be considered to have been delivered to you on the day it is available for you to pick up, whether or not you do so.

### *Insurance*

You have the option of applying for credit insurance on all loan products and credit accounts, except overdraft protection. Any insurance only applies to the product for which it was designed. The coverage available may vary by product.

### *Interest*

Interest is charged under the agreement both before and after maturity, default or judgment.

### *Adding to your debt*

We will add interest, service charges and annual fees allowed under this agreement to your debt.

If we have to take collection proceedings under this agreement, you agree that you will pay us our legal costs for any action to collect the amounts due and our reasonable costs, including legal fees, which we incur in order to protect or realize security which you have pledged.

If you default and we require the services of a third party to enforce this agreement, retrieve from you property we have accepted as security, or your credit account card or cheques, we may add the cost of the retrieval, enforcement and/or legal costs to your debt.

### *Changing the agreement*

Changes may be made as long as your loan is not in default and we agree in writing.

### *Changing your Address*

You will tell us in writing, or by any other means which we permit, if you change your address and will give us other information that we may need from time to time to keep our records up to date.

### *When you communicate with us in writing*

You may have to, or want to, give us written notice for certain types of information or requests. We consider written notice from you to be received by us when it is received by the office servicing your account.

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## Our rights & obligations as a lender

Any of our subsidiaries, such as Scotia Mortgage Corporation, may act as our agent in any transaction or correspondence for your loan or credit account. Dealing with them is the same as dealing with us.

### *Communicating with you*

So that you are aware of changes to, or renewal of your loans or credit accounts, we will issue a notice to you.

We consider that we have given you notice in writing about anything under this agreement when we send you the information by fax transmission or regular mail, or hand deliver it, to the last address any one of you gave us in writing or by any other means that we permit. When we send notice to the last address we have on file for you, we consider you to have received the notice within 5 days, if we send it by regular mail. When we give notice to the primary borrower, we consider that we are giving notice to all co-borrowers.

### *Applying your payment*

We apply your payment to deferred interest, if any, interest, then to principal except as otherwise specified in the agreement. We may allocate your payments to any loan under any agreement both before and after default.

### *Late Payments*

If your payment is not made on the due date, we may debit any of your accounts with us to make the payment.

### *Default*

Under the agreement and subject to provincial or territorial law, if you default on your loan, we have the right to be paid the total balance due by doing any of the following:

- suing you for what you owe
- taking possession of the property held as security
- both of the above
- appointing a Receiver to administer the property
- exercising any other rights we may have.

Default of any loan, credit account or security agreement under this agreement is considered default of all agreements. In that case, all amounts owing to us under all loans and credit accounts, including principal, interest and other costs and charges will be due and payable to us immediately.

### *Statute of Limitations*

The limitation period for the agreement is extended to the greater of six years (three years in Quebec) or any longer period permitted by provincial or territorial law.

### ***Total balance due***

Without prejudicing our rights to receive any benefits from insurance, we can require you, to the maximum extent permitted by applicable law, to pay at once the total balance due and anything else you owe us under this agreement, without prior notice or demand, if any of the following events take place:

- you fail to pay an installment of your loan on time
- you fail to pay when we ask, any amount we are entitled to charge you for making repairs, maintaining insurance or clearing claims against the property
- you break any of your promises under any security agreement, you die, become insolvent or bankrupt
- the property is lost, stolen, destroyed or significantly damaged or seized in any legal proceeding
- the property you have pledged reduces in value to a level we consider unacceptable
- anything else happens that we believe endangers your ability to pay or that we believe endangers the property in any way.

If any of the events described under the “Total balance due” section occur, we have no further obligation to pay any cheques.

### ***Changing your limit***

Conditions such as consistent late payments and/or no payments, may cause us to reduce your approved limit. We may reduce your approved limit for credit accounts at any time, without telling you in advance, with or without terminating the agreement.

We can agree with you to change the agreement. This may be to add more loans and/or change the amount of a loan with our written approval and your payment of any applicable prepayment charges.

We will then create a new agreement to record the changes. At our option, we may issue a notice to you about the changes. The notice will be a binding agreement between you and us, and may not require a written signature from you. Any such agreement or notice shall form part of the agreement.

### ***Terminating the Agreement***

If the agreement is terminated for any reason, you are not relieved of any obligations under the agreement existing at the time of the termination until they have been satisfied.

### ***Security Agreements end***

For loans secured by real property, when our interest in your real property ends, where permitted, you agree to pay us fees for the preparation and execution of a discharge, plus a provincial registration fee where we register the discharge. Unless otherwise stated in

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your Cost of Borrowing Disclosure Statement, our current fee for the preparation and execution of a discharge (without registration) is \$200; in Ontario, our current fee is \$270 for the preparation, execution and registration of a discharge; in B.C., our current fee is \$75 for the preparation and execution of a discharge (without registration). These fees are applicable to loans secured by a mobile/mini homes only where the land where the mobile/mini home is situated is owned or leased by you and you have granted us a mortgage of your interest in the land. For mobile/mini homes, an additional \$10 government PPSA discharge registration fee also applies in Newfoundland and Labrador.

For loans secured by a mobile/mini home, where the land is not mortgaged to us, when our interest in your property ends, where permitted, you agree to pay us fees for the preparation, execution and registration of all real property registry discharges and PPSA discharges associated with the mobile/mini home. Our current fee is \$200; an additional \$10 government PPSA discharge registration fee is required in Newfoundland and Labrador.

For loans secured by personal property (other than mobile/mini homes), in Newfoundland and Labrador, you agree to pay us the government PPSA discharge registration fee, which is currently \$10. In addition, for loans secured by a ship mortgage, you must pay a government ship mortgage registration fee which also includes a discharge fee.

*In Quebec*

You waive your right of division and discussion.

## Scotiabank Group Privacy Agreement

In this Agreement, “we”, “our” and “us” mean, as applicable, any Scotiabank Group Member or the collective Scotiabank Group\*; “you” and “your” mean an individual who has made application to us for any personal or business banking, insurance, brokerage or financial product or service offered by us (“Service”), including any co-applicants, guarantors or personal representatives.

### *Collecting, using and disclosing your information*

1. When you apply for, or provide a guarantee in respect of, or use any Service and while you are our customer, you agree that:

We may collect personal information from you and about you such as:

- Your name, address, occupation and date of birth, which is required by law;
- Identification, such as a valid driver’s license or passport. We may also ask for documents such as a recent utility bill to verify your name and address;
- Your annual income, assets and liabilities and credit history;
- Information about your transactions, including payment history and account activity;
- Other information we may need in order to provide you with a Service such as health information if you are applying for certain insurance products.

We may collect from, and use and disclose this personal information to, any person or organization to:

- Confirm your identity;
- Understand your needs;
- Determine the suitability of our Services for you;
- Determine your eligibility for our Services;
- Set up, manage and offer Services that meet your needs;
- Provide you with ongoing Service;
- Meet our legal and regulatory requirements;
- Investigate and adjudicate insurance claims; and
- Prevent or detect criminal activity or to manage and settle any actual or potential loss in connection with fraud or criminal activity.

We will use health information strictly for the provision of an insurance Service.

We do not provide directly all the services related to your relationship with us. We may use third party service providers to process or handle personal information on our behalf and to assist us with various services such as printing, mail distribution and marketing, and you acknowledge that we may release information about you to them.

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Some of our service providers are located outside of Canada. As a result, your personal information may be accessible to regulatory authorities in accordance with the law of these jurisdictions. When personal information is provided to our service providers, we will require them to protect the information in a manner that is consistent with Scotiabank Group privacy policies and practices.

2. We may collect, use and disclose your Social Insurance Number (SIN) for income tax reporting purposes, as required by law. In addition, we may ask you for your SIN to verify and report credit information to credit bureaus and credit reporting agencies as well as to confirm your identity. This allows us to keep your personal information separate from that of other customers, particularly those with similar names, and helps maintain the integrity and accuracy of your personal information. You may refuse to consent to its use or disclosure for purposes other than as required by law.
3. We may verify relevant information you give us with your employer or your references and you authorize any person whom we contact in this regard to provide such information to us. If you apply for a Service and during the time you have the Service, we may consult various financial service industry databases or private Investigative Bodies maintained in relation to the type of Service you have applied for or have. You also authorize us to release information about you to these databases and Investigative Bodies. In Canada, Investigative Bodies are designated under the regulations of the Personal Information Protection and Electronic Documents Act (PIPEDA) and include such organizations as the Bank Crime Prevention and Investigation Office of the Canadian Bankers Association and the Investigative Services Division of the Insurance Bureau of Canada.
4. We may monitor or record any telephone call we have with you. The content of the call may also be retained. We may inform you prior to proceeding with the call of this possibility. This is to establish a record of the information you provide, to ensure that your instructions are followed properly and to ensure customer service levels are maintained.
5. If you have a Service with us, we may use, disclose to and collect from credit bureaus or financial service industry databases, credit and other information about you in order to offer you pre-approved credit products or margin facilities. We may also do this after the Service has ended. You may withdraw your consent at any time by giving us reasonable notice (see below).
6. We may give information (except health information) about you to other members of the Scotiabank Group (where the law allows this) so that these companies may tell you directly about their products and services. The Scotiabank Group includes companies engaged in the following services to the public: deposits, loans and other personal financial services; credit, charge, debit and payment card services; full-service and discount brokerage services; mortgage loans; trust and custodial services; insurance

services; investment management and financial planning services; and mutual funds investment services. This consent will apply to any companies that form a part of the Scotiabank Group in the future. You also agree that we may provide you with information from third parties we select. Your consent to this is not a condition of doing business with us and you may withdraw it at any time (see below).

For a list of Scotiabank's affiliates and subsidiaries in Canada, please refer to the *Public Accountability Statement/Corporate Social Responsibility Report* available at any Scotiabank branch or on the Scotiabank website at [www.scotiabank.com](http://www.scotiabank.com).

7. If we sell a company in the Scotiabank Group or a portion of the business of a Scotiabank Group Member, we may release the information we hold about you to the prospective purchaser. We will require any prospective purchaser to protect the information provided and to use it in a manner that is consistent with Scotiabank Group privacy policies and practices.
8. We may keep and use information about you in our records for as long as it is needed for the purposes described in this Agreement, even if you cease to be a customer.
9. All information that you give us will, at any time, be true and complete. If any personal information changes or becomes inaccurate or out of date, you are required to advise us so we can update our records.

#### *Refusing or withdrawing consent*

Subject to legal, regulatory and contractual requirements, you can refuse to consent to our collection, use or disclosure of information about you, or you may withdraw your consent to our further collection, use or disclosure of information at any time in the future by giving us reasonable notice. Depending on the circumstances, however, withdrawal of your consent may impact on our ability to provide you or continue to provide you with some Services or information that may be of value to you.

We will act on your instructions as quickly as possible but there may be certain uses of your information that we may not be able to stop immediately.

You cannot refuse our collection, use and disclosure of information required by third party service providers essential for the provision of the Services or required by our regulators, including self-regulatory organizations. Some of our service providers are located outside of Canada. As a result, your personal information may be accessible to regulatory authorities in accordance with the law of these jurisdictions.

You can tell us at any time to stop using information about you to promote our Services or the products and services of third parties we select, or to stop sharing your information with other members of the Scotiabank Group.

If you wish to refuse consent or to withdraw consent as outlined in this Agreement, you may do so at any time by contacting the branch or office with which you are dealing or by calling us toll-free.

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Scotiabank	1-800-4SCOTIA
ScotiaMcLeod Direct Investing	1-800-263-3430
ScotiaMcLeod and Scotia Private Client Group	1-866-437-4990
ScotiaLife	1-800-387-9844

*In addition, if you apply for, accept, or guarantee, a line of credit, term loan, mortgage or other credit account with us*

When you apply for, accept, or guarantee a loan or credit facility or otherwise become indebted to us, and from time to time during the course of the loan or credit facility, we may use, give to, obtain, verify, share and exchange credit and other information (except health information) about you with others including credit bureaus, mortgage insurers, creditor insurers, registries, other companies in the Scotiabank Group and other persons with whom you may have financial dealings, as well as any other person as may be permitted or required by law. We may do this throughout the relationship we have with you. You also authorize any person whom we contact in this regard to provide such information to us.

If you have a VISA\*\* account with us, we may give information (except health information) about you to VISA Canada Association, VISA International Service Association and their employees and agents, for the purpose of processing, authorizing and authenticating your VISA card transactions, providing you with customer assistance services, and for other purposes related to your VISA account. We may also give this information in respect of your participation in contests and promotions administered by the Association on our behalf.

If you have a mortgage account with us, we may give information about you, including credit information, to mortgage insurers for any purpose related to mortgage insurance. Information retained by Canada Mortgage Housing Corporation will be subject to federal access to information and privacy legislation.

During the term of the loan or credit facility, you may not withdraw your consent to our ongoing collection, use or disclosure of your personal information in connection with the loan or other credit arrangement you have with us or have guaranteed. We can continue to disclose your personal information to credit bureaus even after the loan or credit facility has been retired, and you may not withdraw your consent to our doing so. We do this to help maintain the accuracy, completeness and integrity of the credit reporting system.

*In addition, if you accept an insurance Service with us*

When you apply for or accept an insurance Service from us, we may use, give to, obtain, verify, share and exchange information about you with others including references you have provided, from hospitals and health practitioners, from government health insurance plans, from other insurers, from medical information and insurance service bureaus, from law enforcement representatives, from private investigators, and from other groups or companies where collection is necessary to underwrite or otherwise

administer the Service requested, including the assessment of claims. You also authorize any person whom we contact in this regard to provide such information to us.

If you accept an insurance Service with us, you may only withdraw your consent as noted above so long as the consent does not relate to underwriting or claims where the Scotiabank Group member must collect and report information to insurance service bureaus after the application has been underwritten or the claim has been adjudicated. This is necessary to maintain the integrity of the underwriting and claims systems.

*Further information*

You acknowledge that we may amend this agreement from time to time to take into consideration changes in legislation or other issues that may arise. We will post the revised agreement on our website listed below and make it available at our branches. We may also send it to you by mail.

For further information about any Scotiabank Group Member's privacy policies, please refer to the brochure: *The Scotiabank Group & You: A Question of Privacy* available at any Scotiabank Group Member's branch or office, or the Scotiabank website at [www.scotiabank.com](http://www.scotiabank.com) or call us toll-free at 1-800-4SCOTIA. Copies of our entire formal *Privacy Code* as well as the *Scotiabank Guidelines for Business Conduct* are available to the public on the Scotiabank website at [www.scotiabank.com](http://www.scotiabank.com). These documents form part of the Scotiabank Group Privacy Agreement.

*\* For the purposes of this Agreement, Scotiabank Group means, collectively, Scotiabank and all of Scotiabank's subsidiaries with respect to their operations in Canada. Scotiabank Group Member means Scotiabank or any one of its subsidiaries with respect to its operations in Canada.*

*\*\*VISA Int./Lic. user The Bank of Nova Scotia.*

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## Complaint Resolution

### Your First Step:

Talk to the people at your Branch or Service Centre.

If the person you speak to at the branch/service centre where you do business is not able to resolve your concern to your satisfaction, please speak directly to the Manager, who has the authority to resolve the majority of problems that arise.

### Your Second Step:

Contact the President's Office.

If the Manager has been unable to resolve your complaint satisfactorily, a representative of the President will be pleased to assist you. You can reach the Office of the President by:

- Telephone: English: 1-877-700-0043/in Toronto 416-933-1700;  
French: 1-877-700-0044/in Toronto 416-933-1780;
- Fax: 1-877-700-0045/in Toronto 416-933-1777;
- e-mail: [mail.president@scotiabank.com](mailto:mail.president@scotiabank.com);
- Letter: The President, Scotiabank, 44 King Street West, Toronto, M5H 1H1.

### Contact Scotiabank's Ombudsman:

If you have gone through the first two steps and remain dissatisfied, you can turn to Scotiabank's Ombudsman, who reports directly to our CEO and has been appointed to provide an impartial review of unresolved customer complaints. You can call Scotiabank's Ombudsman toll-free at 1-800-785-8772/in Toronto 416-933-3299.

### Still not satisfied?

There is the Ombudsman for Banking Services' and Investments. An independent Ombudsman has been appointed to serve the interests of customers of Canadian banks. If Scotiabank's best efforts have been unable to resolve your complaint to your satisfaction, you may wish to contact the Ombudsman for Banking Services' and Investments at 1-888-451-4519/in Toronto 416-287-2877 or send a letter to: Ombudsman for Banking Services' & Investments, PO Box 896, Station Adelaide, Toronto, Ontario, M5C 2K3.

### Contacting the Financial Consumer Agency of Canada:

The FCAC supervises federally regulated financial institutions to ensure they comply with federal consumer protection laws. For example, financial institutions must provide consumers with information about fees, interest rates and complaint-handling procedures. They must also provide proper notice of closing a branch and, subject to certain conditions, must cash a federal government cheque up to \$1,500 and open a deposit account when acceptable identification is presented. If you have a complaint about such a regulatory matter, you can contact the FCAC in writing at:

Financial Consumer Agency of Canada  
6th Floor, Enterprise Building  
427 Laurier Avenue West  
Ottawa, Ontario K1R 1B9

## Codes of Conduct and Public Commitments

Scotiabank is committed to a number of voluntary codes of conduct and public commitments designed to protect consumer interests, such as those listed below. Copies of the full text of the codes and commitments are available on the Scotiabank website @ [www.scotiabank.com](http://www.scotiabank.com) or from the branch with which you are dealing.

- **CBA Code of Conduct for Authorized Insurance Activities**  
Industry standards for bank representatives offering credit, travel and personal accident insurance products in Canada.
- **Canadian Code of Practice for Consumer Debit Card Services**  
Industry and consumer practices and responsibilities related to the use of debit cards in Canada.
- **Guidelines for Transfers of Registered Plans**  
Industry standards for the transfer of deposit type registered savings plans between financial institutions.
- **Low-Fee Retail Deposit Account Memorandum of Understanding**  
A commitment to provide a standard low-fee account to consumers.
- **Model Code of Conduct for Bank Relations with Small and Medium-Sized Businesses**  
Industry standards for bank dealings with small- and medium-sized businesses.
- **Online Payments**  
Industry and consumer practices and responsibilities related to the use of Interac Online.
- **Plain Language Mortgage Documents – CBA Commitment**  
A commitment to ensure the readability of residential mortgage documents.
- **Principles of Consumer Protection for Electronic Commerce: A Canadian Framework**  
A guide to protecting consumers in online transactions.
- **Undertaking: Index-Linked Deposits Interest Disclosure Regulations**  
A commitment to provide rescission rights to consumers who purchase index-linked deposit products by telephone
- **Undertaking on Unsolicited Services**  
Industry standards related to the marketing and provision of new unsolicited services and the provision of modified or replacement services.
- **VISA E-Promise**  
A commitment to assist consumers in getting their money back for unsatisfactory purchases made online, by phone or by mail.
- **VISA Zero Liability Policy**  
A commitment that consumers will pay nothing for certain fraudulent credit card transactions.

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## Telephone/Facsimile/E-Mail Agreement

You authorize us to receive and act upon instructions from you concerning your bank accounts, investments in any registered plans, guaranteed investment certificates (GICs), accounts with Scotia Securities Inc. (mutual funds) and other investment holdings with us or matters in relation to a personal loan, including any loan under a Scotia Total Equity Plan or credit account you are applying for or have taken out with us, given to us by telephone, facsimile transmission, electronic mail (e-mail) or through any other means that we may permit from time to time (the permitted means). Telephone instructions for transactions provided solely by voice mail will not be acted upon. Instructions means your order given to us by permitted means to complete certain transaction which are permitted under this agreement. This agreement applies to both Instruction given to us as well as to any of our subsidiaries for which we normally accept instructions. This authorization does not include investments held by ScotiaMcLeod Direct Investing and ScotiaMcLeod for which a separate agreement may be required. You agree to providing your Social Insurance Number for the purchase of any registered investment product as required by the Canada Customs and Revenue Agency for purpose of income tax reporting.

These Instructions can only be given in relation to bank accounts, GICs, mutual funds, non-registered and registered investments, personal loans or credit accounts with us in your name or over which you are a signatory with the sole right to give Instructions. You understand and agree that your Instructions may be viewed by persons employed by The Bank of Nova Scotia and Scotia Securities Inc.

The Instructions which you can give us using the permitted means include investments in and renewals of GICs, purchases of mutual funds, transfers from your deposit accounts to purchase mutual funds or GICs, transfers between investments within the Scotiabank Group and changing instructions for the payment of principal, interest or income from existing or maturing GICs or mutual funds. We can also make changes to the personal data reflected in your accounts or investments as long as the change does not require that we have proof of the change. You may also apply for a personal loan or credit account, signify your agreement to be bound by the terms of the loan or credit card agreement or otherwise give Instructions with respect to a loan or credit account.

You can provide us with instructions to transfer money to or between bank accounts. In addition, you can give us instructions to redeem GICs, mutual funds or other investments provided the redemption proceeds are payable to all registered owners of the GIC, mutual fund or other investment. You can provide stop payment instructions. We may amend or vary the nature of the Instructions we may accept and undertake on your behalf pursuant to this agreement at our discretion and without prior notice to you. In addition, not all of our branches or offices will accept all the Instructions which can be given under this agreement. You may be referred to another office or branch.

You agree to be bound by the agreements which govern the banking, investment, or loan relationships which are established pursuant to Instructions given under this agreement. You may be required to sign any agreements which are required in connection with the transaction you are asking us to complete. We may send you, at our discretion, a confirmation that the Instructions have been received and acted upon and any related agreement(s). You agree to ratify any Instructions given pursuant to this agreement.

We agree to carry out Instructions in accordance with our normal procedures although we can refuse to undertake any Instructions if we deem it appropriate for any reason to do so and we will have no liability to you on account of such refusal. We will take reasonable steps to inform you when we have determined that we will not be following your Instructions. We may ask you to give us certain information which will assist us in determining that you are the party giving the Instructions. We will not be liable to you if we are unable to complete your Instructions for reasons beyond our control.

You agree that we can deduct from any of your accounts or investments any amounts that we have disclosed to you as being the service charges for acting on Instructions given under this agreement. These charges are in addition to any account-related or other transaction fees which we may charge to your account.

By signing this agreement you authorize us to obtain a credit bureau report for the purpose of identification. You are solely responsible for our following, in good faith, all Instructions which appear to have been given by you by permitted means. We will not be liable to you if a transaction is completed pursuant to Instructions given by persons other than you which we believed in good faith to have been given by you. You agree to indemnify and hold us, our subsidiaries, as well as our officers, directors, employees or agents and those of our subsidiaries harmless for any loss, cost, liability or damage of whatever kind which may result from our acting in accordance with this agreement.

This agreement is binding on you, your heirs, legal or personal representatives and permitted assigns. It shall be interpreted in accordance with the law of jurisdiction in the province where your branch is. We may rely on this agreement until such time as you give us notice in writing indicating that this agreement will not apply to any further Instructions given in relation to banking or investment matters. We may rely on the instructions of any one of you for joint accounts or investments with respect to all matters covered by this agreement. We may terminate this agreement at any time on written notice to you. This agreement does not amend any of the other agreements that you have with us or establish with us at a later date. In the case of a conflict between these agreements, this agreement shall govern.

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# Loan Products

## *Mortgage Loans (refer to Personal Credit Agreement Form 1152610)*

*A mortgage is a document used to register our interest in your property at the land registry office. When we lend you money to purchase real or immovable property or for other purposes, we register the mortgage on that property. When the loan is paid in full, we will provide a discharge (or proof of discharge) at your request or as required by law.*

*If you default on the loan, we may be entitled to become owner of the property and we may sell the property in accordance with the laws of your province or territory.*

### *Payment Schedules*

When we lend you money, you must pay it back according to the payment schedule on the agreement. When you sign the agreement for fixed rate mortgage loans, you are promising to repay those amounts plus interest at the annual interest rate stated for each loan, calculated semi-annually not in advance, and payable monthly. For variable rate mortgage loans, interest will be calculated and paid monthly not in advance.

Your payment, which may include a tax installment, is due on the first payment date indicated on the agreement and then on the first of each and every month thereafter, up to and including the final payment date. At that time, the balance of the principal amount together with all interest and all other costs and charges, shall be due and payable to us.

### *For Variable Rate Mortgages (VRM)*

The interest rate payable by you on the loan amount is a variable rate, expressed as a rate per annum, equal to our VRM Base Rate plus/minus the “Adjustment Factor” shown on the Personal Credit Agreement. Our Variable Rate Mortgage Base Rate is set on the first of each month equal to the Prime Rate of The Bank of Nova Scotia on that day and can be obtained from any Canadian Bank of Nova Scotia branch.

Your interest rate will vary automatically. If The Bank of Nova Scotia Prime Rate changed during the month, your interest rate will not change until the first day of the following month. After each rate change, we will mail a notice showing your new interest rate and the date it became effective. But our failure to mail a notice or its non-receipt will not prevent the rate from varying. For a variable rate mortgage without a Cap Rate, if the interest rate increases, your payment may not be sufficient to cover the interest that accrues on the loan amount. In that case, the unpaid interest will be added to the amount you owe and will bear interest at the interest rate payable on the loan amount.

*For a variable rate mortgage without a Cap Rate, we may require you to pay all the money that you owe us under the mortgage immediately whenever the loan amount and unpaid interest exceed the “Maximum Loan Amount” shown on the Personal Credit Agreement.*

*For a variable rate mortgage with a Cap Rate*, the maximum interest rate payable by you on the loan at any time during the term will be the Cap Rate as indicated on the Personal Credit Agreement.

**Variable Rate Mortgage Loan Sample Calculation**

Use this formula to calculate the interest on any amount for any period:

$$\text{Principal} \times \frac{\text{Interest rate}}{100} \times \frac{\text{Number of days in the period}}{365 \text{ (or 366 in a leap year)}}$$

The amount on which you are calculating interest is called the **principal**. The **interest rate** is the interest rate payable on the loan amount specified on the Personal Credit Agreement, as varied from time to time.

Where we refer to interest from a date, that means interest from and including the date. Where we refer to interest to a date, that means interest to but excluding the date.

Here is an example of the calculation:

Assume that you wish to calculate the interest on \$50,000 from March 1 to April 1. Assume that the interest rate was 9% on March 1. Assume that the year is not a leap year.

In calculating the period from March 1 to April 1, include the first date but exclude the second date, so that the number of days is 31.

The formula for calculating the interest on the principal from March 1 to April 1 is:

$$\$50,000 \times \frac{9}{100} \times \frac{31}{365} = \$382.19$$

Assume that the \$50,000 in this example is the balance of the principal amount owing on March 1 and that nothing else is owing on that day. Assume that the monthly loan payment is \$500. The payment on April 1 is applied as follows:

To pay interest from March 1 to April 1	\$ 382.19
To reduce the loan amount	\$ 117.81
	<u>\$ 500.00</u>

On April 1, the principal amount would be reduced to \$49,882.19. This would be the principal in the calculation on May 1.

If the monthly loan payment had been only \$375, all of it would have been used to pay the interest and none to reduce the principal amount. The remaining interest of \$7.19 would have become deferred interest. On May 1 interest would have been calculated on both the loan amount of \$50,000 and the deferred interest of \$7.19.

## Equivalent Interest Rates

For variable rate mortgages where interest is calculated monthly, not in advance, the table below sets out the equivalent interest rates for your variable interest rate as if it were calculated semi-annually, not in advance.

VRM Calculated Monthly, not in advance	Equivalent Rate Calculated Semi-Annually not in advance	VRM Calculated Monthly, not in advance	Equivalent Rate Calculated Semi-Annually not in advance	VRM Calculated Monthly, not in advance	Equivalent Rate Calculated Semi-Annually not in advance
2.00000	2.00835	4.85000	4.89927	7.65000	7.77296
2.05000	2.05878	4.87500	4.92478	7.70000	7.82458
2.10000	2.10921	4.90000	4.95029	7.75000	7.87621
2.12500	2.13443	4.95000	5.00133	7.80000	7.92785
2.15000	2.15965	5.00000	5.05237	7.85000	7.97951
2.20000	2.21011	5.05000	5.10343	7.87500	8.00534
2.25000	2.26057	5.10000	5.15450	7.90000	8.03117
2.30000	2.31105	5.12500	5.18003	7.95000	8.08284
2.35000	2.36154	5.15000	5.20557	8.00000	8.13452
2.37500	2.38678	5.20000	5.25666	8.05000	8.18622
2.40000	2.41203	5.25000	5.30776	8.10000	8.23792
2.45000	2.46254	5.30000	5.35887	8.12500	8.26378
2.50000	2.51306	5.35000	5.40999	8.15000	8.28964
2.55000	2.56359	5.37500	5.43555	8.20000	8.34137
2.60000	2.61412	5.40000	5.46112	8.25000	8.39310
2.62500	2.63940	5.45000	5.51226	8.30000	8.44485
2.65000	2.66467	5.50000	5.56341	8.35000	8.49661
2.70000	2.71523	5.55000	5.61457	8.37500	8.52249
2.75000	2.76580	5.60000	5.66574	8.40000	8.54838
2.80000	2.81638	5.62500	5.69133	8.45000	8.60016
2.85000	2.86698	5.65000	5.71692	8.50000	8.65195
2.87500	2.89228	5.70000	5.76812	8.55000	8.70375
2.90000	2.91758	5.75000	5.81932	8.60000	8.75556
2.95000	2.96819	5.80000	5.87054	8.62500	8.78147
3.00000	3.01881	5.85000	5.92176	8.65000	8.80739
3.05000	3.06945	5.87500	5.94738	8.70000	8.85922
3.10000	3.12009	5.90000	5.97300	8.75000	8.91106
3.12500	3.14542	5.95000	6.02424	8.80000	8.96292
3.15000	3.17074	6.00000	6.07550	8.85000	9.01479
3.20000	3.22141	6.05000	6.12677	8.87500	9.04072
3.25000	3.27208	6.10000	6.17805	8.90000	9.06666
3.30000	3.32277	6.12500	6.20369	8.95000	9.11855
3.35000	3.37347	6.15000	6.22934	9.00000	9.17045
3.37500	3.39882	6.20000	6.28064	9.05000	9.22236
3.40000	3.42417	6.25000	6.33195	9.10000	9.27428
3.45000	3.47489	6.30000	6.38327	9.12500	9.30024
3.50000	3.52562	6.35000	6.43460	9.15000	9.32621
3.55000	3.57636	6.37500	6.46027	9.20000	9.37815
3.60000	3.62711	6.40000	6.48594	9.25000	9.43010
3.62500	3.65249	6.45000	6.53730	9.30000	9.48206
3.65000	3.67787	6.50000	6.58866	9.35000	9.53403
3.70000	3.72864	6.55000	6.64003	9.37500	9.56002
3.75000	3.77942	6.60000	6.69142	9.40000	9.58602
3.80000	3.83021	6.62500	6.71711	9.45000	9.63801
3.85000	3.88101	6.65000	6.74281	9.50000	9.69002
3.87500	3.90642	6.70000	6.79422	9.55000	9.74203
3.90000	3.93183	6.75000	6.84564	9.60000	9.79406
3.95000	3.98265	6.80000	6.89706	9.62500	9.82008
4.00000	4.03348	6.85000	6.94850	9.65000	9.84610
4.05000	4.08433	6.87500	6.97423	9.70000	9.89815
4.10000	4.13518	6.90000	6.99995	9.75000	9.95021
4.12500	4.16061	6.95000	7.05141	9.80000	10.00228
4.15000	4.18605	7.00000	7.10288	9.85000	10.05436
4.20000	4.23692	7.05000	7.15436	9.87500	10.08040
4.25000	4.28781	7.10000	7.20585	9.90000	10.10645
4.30000	4.33871	7.12500	7.23160	9.95000	10.15855
4.35000	4.38961	7.15000	7.25736	10.00000	10.21066
4.37500	4.41507	7.20000	7.30887	10.05000	10.26279
4.40000	4.44053	7.25000	7.36039	10.10000	10.31492
4.45000	4.49146	7.30000	7.41193	10.12500	10.34099
4.50000	4.54240	7.35000	7.46347	10.15000	10.36707
4.55000	4.59335	7.37500	7.48925	10.20000	10.41922
4.60000	4.64431	7.40000	7.51503	10.25000	10.47139
4.62500	4.66979	7.45000	7.56659	10.30000	10.52357
4.65000	4.69528	7.50000	7.61817	10.35000	10.57576
4.70000	4.74626	7.55000	7.66976	10.37500	10.60185
4.75000	4.79725	7.60000	7.72135	10.40000	10.62795
4.80000	4.84826	7.62500	7.74716	10.45000	10.68016

# Personal Credit Agreement Companion Booklet

VRM Calculated Monthly, not in advance	Equivalent Rate Calculated Semi- Annually not in advance	VRM Calculated Monthly, not in advance	Equivalent Rate Calculated Semi- Annually not in advance	VRM Calculated Monthly, not in advance	Equivalent Rate Calculated Semi- Annually not in advance
10.50000	10.73238	13.70000	14.09702	16.90000	17.50631
10.55000	10.78462	13.75000	14.14995	16.95000	17.55994
10.60000	10.83686	13.80000	14.20289	17.00000	17.61358
10.62500	10.86298	13.85000	14.25583	17.05000	17.66723
10.65000	10.88911	13.87500	14.28231	17.10000	17.72089
10.70000	10.94138	13.90000	14.30879	17.12500	17.74772
10.75000	10.99365	13.95000	14.36176	17.15000	17.77456
10.80000	11.04594	14.00000	14.41474	17.20000	17.82824
10.85000	11.09823	14.05000	14.46773	17.25000	17.88193
10.87500	11.12438	14.10000	14.52073	17.30000	17.93564
10.90000	11.15054	14.12500	14.54724	17.35000	17.98935
10.95000	11.20286	14.15000	14.57375	17.37500	18.01621
11.00000	11.25519	14.20000	14.62677	17.40000	18.04308
11.05000	11.30753	14.25000	14.67981	17.45000	18.09682
11.10000	11.35988	14.30000	14.73285	17.50000	18.15056
11.12500	11.38605	14.35000	14.78591	17.55000	18.20432
11.15000	11.41224	14.37500	14.81244	17.60000	18.25809
11.20000	11.46461	14.40000	14.83897	17.62500	18.28498
11.25000	11.51699	14.45000	14.89205	17.65000	18.31187
11.30000	11.56938	14.50000	14.94514	17.70000	18.36567
11.35000	11.62179	14.55000	14.99824	17.75000	18.41947
11.37500	11.64800	14.60000	15.05135	17.80000	18.47328
11.40000	11.67420	14.62500	15.07791	17.85000	18.52711
11.45000	11.72663	14.65000	15.10448	17.87500	18.55403
11.50000	11.77907	14.70000	15.15761	17.90000	18.58095
11.55000	11.83151	14.75000	15.21075	17.95000	18.63479
11.60000	11.88397	14.80000	15.26391	18.00000	18.68865
11.62500	11.91021	14.85000	15.31707	18.05000	18.74252
11.65000	11.93644	14.87500	15.34366	18.10000	18.79640
11.70000	11.98892	14.90000	15.37025	18.12500	18.82335
11.75000	12.04141	14.95000	15.42344	18.15000	18.85030
11.80000	12.09391	15.00000	15.47664	18.20000	18.90420
11.85000	12.14643	15.05000	15.52985	18.25000	18.95811
11.87500	12.17269	15.10000	15.58307	18.30000	19.01204
11.90000	12.19895	15.12500	15.60968	18.35000	19.06597
11.95000	12.25149	15.15000	15.63630	18.37500	19.09295
12.00000	12.30403	15.20000	15.68954	18.40000	19.11992
12.05000	12.35659	15.25000	15.74279	18.45000	19.17388
12.10000	12.40915	15.30000	15.79606	18.50000	19.22785
12.12500	12.43544	15.35000	15.84933	18.55000	19.28183
12.15000	12.46173	15.37500	15.87597	18.60000	19.33582
12.20000	12.51432	15.40000	15.90262	18.62500	19.36282
12.25000	12.56692	15.45000	15.95592	18.65000	19.38982
12.30000	12.61953	15.50000	16.00922	18.70000	19.44384
12.35000	12.67215	15.55000	16.06254	18.75000	19.49786
12.37500	12.69846	15.60000	16.11587	18.80000	19.55190
12.40000	12.72478	15.62500	16.14254	18.85000	19.60594
12.45000	12.77742	15.65000	16.16922	18.87500	19.63297
12.50000	12.83008	15.70000	16.22257	18.90000	19.66000
12.55000	12.88274	15.75000	16.27593	18.95000	19.71407
12.60000	12.93542	15.80000	16.32930	19.00000	19.76815
12.62500	12.96176	15.85000	16.38269	19.05000	19.82224
12.65000	12.98810	15.87500	16.40939	19.10000	19.87634
12.70000	13.04080	15.90000	16.43609	19.12500	19.90340
12.75000	13.09351	15.95000	16.48949	19.15000	19.93046
12.80000	13.14623	16.00000	16.54291	19.20000	19.98458
12.85000	13.19896	16.05000	16.59634	19.25000	20.03872
12.87500	13.22533	16.10000	16.64978	19.30000	20.09286
12.90000	13.25170	16.12500	16.67650	19.35000	20.14702
12.95000	13.30445	16.15000	16.70323	19.37500	20.17411
13.00000	13.35721	16.20000	16.75669	19.40000	20.20119
13.05000	13.40998	16.25000	16.81016	19.45000	20.25537
13.10000	13.46277	16.30000	16.86365	19.50000	20.30956
13.12500	13.48916	16.35000	16.91714	19.55000	20.36376
13.15000	13.51556	16.37500	16.94389	19.60000	20.41798
13.20000	13.56837	16.40000	16.97065	19.62500	20.44509
13.25000	13.62118	16.45000	17.02417	19.65000	20.47220
13.30000	13.67401	16.50000	17.07769	19.70000	20.52644
13.35000	13.72685	16.55000	17.13123	19.75000	20.58068
13.37500	13.75327	16.60000	17.18478	19.80000	20.63494
13.40000	13.77970	16.62500	17.21156	19.85000	20.68921
13.45000	13.83256	16.65000	17.23834	19.87500	20.71635
13.50000	13.88543	16.70000	17.29192	19.90000	20.74349
13.55000	13.93831	16.75000	17.34550	19.95000	20.79778
13.60000	13.99121	16.80000	17.39909	20.00000	20.85208
13.62500	14.01766	16.85000	17.45270		
13.65000	14.04411	16.87500	17.47950		

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### ***Mortgage Insurance***

Mortgage default insurance, where required, will only apply to the particular mortgage loan insured.

### ***Interest Adjustment Date (IAD)***

The IAD is the date your mortgage term starts. It is the first day of the month prior to the first payment date. You must pay interest on the money advanced to you before the IAD. At our option, the interest you owe from the advance date to the IAD will be paid by one of the following methods:

- on the IAD
- in monthly installments on the first day of each month following the date of each advance to and including the IAD
- deducted from the advance.

### ***Compound Interest***

If you fail to make your mortgage loan payment when it is due, you will pay interest on any overdue interest. This compound interest is calculated at the rate and in the manner applicable to the loan, and is due on your next payment date.

If compound interest is not paid within the interest calculation period, the compound interest will be added to the principal of your loan.

### ***Prepaying a mortgage before the maturity date***

You may prepay some, or the entire mortgage early, based on the type of mortgage you have. These prepayment conditions apply independently to each loan. If we later agree to change or extend the terms of the loan, these conditions will not apply to the new or extended term.

### ***Miss a Payment<sup>®</sup> Option***

You may miss any scheduled payment as long as you have prepaid an amount equal to the amount of the payment you intend to miss in this term, and your mortgage is not in default. You cannot however, miss your mortgage credit insurance premium, if applicable.

### ***Continuing Liability***

Unless you prepay the balance of the principal amount owing, you must continue to make your regular monthly loan payments.

### ***Fixed Rate, Open Mortgage***

If you have an open mortgage and your mortgage payments are up to date, you can prepay some, or the entire principal amount owing, at any time without any prepayment costs.

### ***Fixed Rate Closed Mortgage and Variable Rate Mortgage with a Cap Rate***

If you have a closed mortgage and all your mortgage payments are up to date, you may increase your payments, or prepay some of your mortgage early in one of the ways listed in the chart below. These options apply to partial prepayments only. The options are available each year and cannot be saved to use in a later year. Each year is defined as the 12-month period starting on the IAD or the anniversary of that date. If your mortgage term is less than 12 months, these options are available in each term.

## PREPAYMENT OPTIONS

How	When	What it means
1. *By paying an extra regular mortgage payment (principal, interest and taxes)	on any regular payment date during the year	your principal mortgage balance will be reduced by that amount
2. *By paying up to 15% of the original principal amount of your mortgage	at any time (excluding day prepaid in full); the sum total must not exceed the yearly maximum	
3. By increasing your regular monthly mortgage payment by up to 15% of the principal and interest payment set for the term of the mortgage	once each year during the term of your mortgage	

\* Only items 1 & 2 qualify for the Miss a Payment option.

### *Fixed Rate Closed Mortgage - Prepayment costs*

When you prepay some, or the entire principal of your mortgage, you will incur prepayment costs, unless the partial prepayment is in accordance with the Prepayment Options chart. The costs depend on when you make your prepayment. There are two calculation periods based on the term of your mortgage: closed period and open period. You can however, reduce these costs if you supply a replacement mortgage as described later on in this booklet.

During the closed period, you may only prepay your entire mortgage if you have entered into a good faith arms length sale of the mortgaged property, and if you pay the penalties set out below.

## DETERMINING YOUR CLOSED/OPEN PERIODS

Term of Closed Mortgage	Calculation Periods	
	Closed Period	Open Period
6 month Fixed Rate	First 3 months	Last 3 months
1 year Fixed Rate	First 3 months	Last 9 months
2 year Fixed Rate	First year	Last year
3 year Fixed Rate	First 2 years	Last year
4 or 5 year Fixed Rate	First 3 years	Last year or 2 years respectively
7 year Fixed Rate CMHC* insured	First 3 years	Last 4 years
7 year conventional Fixed Rate not CMHC* insured	First 5 years	Last 2 years

\*CMHC refers to Canada Mortgage and Housing Corporation.

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### *Fixed Rate Closed Mortgage - Closed Period*

During the closed period, the cost to prepay some, or the entire principal amount, of your mortgage early, is the **higher** of (A) **or** (B), **plus** a reinvestment fee. That fee is dependent on the length of time you have had the mortgage:

- (A) *3 months' interest costs* at the mortgage rate on the amount you want to prepay
- (B) the interest rate differential. This means the difference between your existing mortgage interest rate and the interest rate currently charged, for a mortgage similar to yours for the remaining term of the loan. (This is a mortgage which has a term that is the next shortest to the remaining term of your existing mortgage.) The cost is calculated on the amount you wish to prepay.

If you prepay your entire mortgage within the first year after the Interest Adjustment Date, the reinvestment fee is \$500. In the second year the fee is \$400 and \$300 in the third year. There is no fee if you have had the mortgage for more than 3 years.

### *Fixed Rate Closed Mortgage - Open Period*

In the open period, the cost to prepay some, or the entire principal amount of your mortgage early is three months' interest costs at the mortgage rate on the amount you want to prepay.

### *Fixed Rate Closed Mortgage - Reduce Early Prepayment Costs with a Replacement Mortgage*

You can reduce the costs of prepaying your entire mortgage early if you concurrently provide us with a qualifying replacement mortgage for an equal or greater amount than your existing mortgage. If you do, then in the closed period of your mortgage term, your cost is the **lesser** of (C) **or** (D). In no event will your prepayment costs be less than zero:

- (C) *interest rate differential*. This means the difference between your existing mortgage interest rate and the interest rate currently charged, for a mortgage similar to yours for the remaining term of the loan. (This is a mortgage which has a term that is the next shortest to the remaining term of your existing mortgage.) The cost is calculated on the amount you wish to prepay.
- (D) *the interest rate differential* between your existing mortgage rate and the interest rate of the replacement mortgage for the remaining term of the loan. The cost is calculated on the amount you wish to prepay.

We may further reduce the cost by a minimum of \$300, depending on the amount by which the replacement mortgage exceeds the amount of your existing mortgage. We will also waive the reinvestment fee.

In the open period of your mortgage term, your cost is the **lesser** of (C) **or** (D) above, **or** (E). In no event will your prepayment costs be less than zero:

**(E) 3 months' interest costs at your existing mortgage rate.**

We may also reduce this cost by a minimum of \$300 as noted above.

***Fixed Rate Mortgage - Portable***

As long as we agree in writing, you may transfer your existing mortgage loan balance to a new home or you can combine your existing loan balance with additional funds and, depending on the remaining term of the existing loan, obtain an extended term. The interest rate on the replacement loan will be a blending of the rate you were paying on the funds transferred from your existing loan and the rate applicable to the term of the replacement loan and/or additional amount.

***Variable Rate Mortgage without a Cap Rate***

If this mortgage loan agreement does not provide for a Cap Rate and your mortgage payments are up to date, you may prepay some, or the entire principal amount of your mortgage, on any regular payment date. If you prepay the entire principal amount owing you must pay an administration fee of \$100 for each year or part of a year remaining in the term.

***Variable Rate Mortgage with a Cap Rate***

If this mortgage loan agreement provides for a Cap Rate, when you prepay some, or the entire principal of your mortgage, you will incur prepayment costs unless the partial prepayment is in accordance with the Prepayment Options chart shown on page 18. The cost to prepay some, or the entire principal amount of your mortgage early is 3 months interest costs on the amount of the prepayment. The interest rate used to calculate the 3 months interest is the Cap Rate.

**Cashback Repayments**

***Cashback***

If you received a cashback with your mortgage loan, the cashback amount will be repayable to us if the mortgage loan does not remain outstanding with us for the full term. If the mortgage is partially prepaid, paid off in full, transferred, assumed or renewed prior to expiry of the term, the cashback amount will appear as payable on any assumption, discharge or early renewal statement and will be calculated on an even, prorated basis using the following formula:

$$\text{Cashback Repayment} = \frac{\text{Remaining term in months (rounded up)}}{\text{Original Term in months}} \times \text{Cashback Amount Received}$$

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## *Scotia Plan Loans*

### *Payment Schedules*

When we lend you money, we expect you to pay it back according to the payment schedule on the Agreement. When you sign the Agreement, you are promising to repay the amount of money we loaned you plus interest.

### *Interest is calculated*

Interest is calculated by multiplying the daily balance by the annual percentage rate to determine the annual interest payable. This amount is multiplied by the number of days since the date of last payment and divided by 365 (or 366 in a leap year).

If you fail to renew, or repay the balance of the total amount you have borrowed at the end of the term, you will pay interest on these amounts until they are renewed or they are paid. Any extensions or deferred payments will increase your cost of borrowing.

### *Prepaying a loan before the maturity date*

You may pay off your loan before the due date on the agreement. For loans that are secured by real or immovable property, in addition to any amount you prepay, you will also pay us a prepayment charge equal to 90 days interest. The interest is calculated on the full amount of the prepayment at the interest rate on the Agreement.

### *Cancellation of insurance*

You may cancel your insurance coverage at any time during the insured loan term. A premium refund will automatically be calculated for the remaining period of the term.

## *Scotia Plan Loans for RRSP*

When we grant you the loan, the proceeds are deposited to your registered retirement savings plan (RRSP). You agree that any amount you request to have redeemed and paid out to you from your RRSP may, at our discretion, be applied first against the outstanding balance of the loan. You authorize the Trustee or the holder of your RRSP to obtain the outstanding balance of your RRSP loan from your Scotiabank branch and direct sufficient funds to pay out the loan to the branch where your RRSP is held. You further acknowledge that, if you request that your Scotiabank Group RRSP be transferred to another carrier, we may declare all amounts owing under the RRSP loan to be due and immediately payable. You authorize the Trustee and any party administering your RRSP to disclose the information in relation to your RRSP to the Bank.

These provisions apply to any Scotiabank registered retirement income fund (RRIF) that the RRSP funds are transferred to.

## Credit Accounts

### *VISA credit cards, ScotiaLine line of credit, ScotiaLine VISA card, Scotia Professional Student Plan and Overdraft Protection*

This agreement governs all of our credit cards as well as our personal lines of credit. The terms applicable to cards also apply to *ScotiaLine* VISA.

### Your rights and obligations

By signing the Agreement, you have requested the features, benefits and services provided automatically with credit accounts. You understand that optional services may be available at additional cost to you and that separate agreements or authorizations by which you agree to be bound may govern these services.

You also understand that firms independent of us supply some of these services and that we are not liable for them in any way.

#### *Use of the Card/Line of Credit*

If we issue a Scotiabank VISA card to you; provide you with a renewal or replacement card; establish a credit line in your name; or provide you with Scotia VISA or credit line cheques; and you keep or use the card, cheques or credit line, it means that you agree to be bound by the terms of this agreement.

You agree that the credit line may only be used for personal, household or family purposes unless this credit line is issued to a business in which case it may also be used for business purposes.

When the card is used with your PIN (Personal Identification Number) to obtain a cash advance at an Automated Banking Machine (ABM), including using your ScotiaCard together with a PIN through designated ABMs, or by using your Verified by VISA Password to make purchases on-line, you are deemed to have authorized the transaction.

You may draw funds on your credit account using a cheque or through any other method that we permit, including using your ScotiaCard together with a PIN through designated ABMs, or by using your Verified by VISA Password to make purchases on-line.

You may not use your card or credit line for any transaction which is illegal, including the purchase of goods or services, prohibited by local law applicable in the Cardholder's jurisdiction.

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You can use the card and cheques wherever they are accepted. We are not liable if a merchant or a business does not accept your card or cheques.

If we set up a line of credit in your name, other than *ScotiaLine* VISA, for the sole purpose of funding an investment, we may restrict your access to the account. We may not supply you with cheques or a card and you will not draw on the line of credit for any other purpose.

When we grant a line to be used only for the purchase of an RRSP, the proceeds are deposited to your registered retirement savings plan (RRSP). You agree that any amount you request to have redeemed and paid out to you from your RRSP may, at our discretion, be applied first against the outstanding balance of the line. You authorize the Trustee or the holder of your RRSP to obtain the outstanding balance of your RRSP line from your Scotiabank branch and direct sufficient funds to pay out the line to the branch where your RRSP is held. You further acknowledge that, if you request that your Scotiabank Group RRSP be transferred to another carrier, we may declare all amounts owing under the RRSP line to be due and immediately payable or will charge a higher annual interest rate on your line of credit. You authorize the Trustee and any party administering your RRSP to disclose the information in relation to your RRSP to the Bank. These provisions apply to any Scotiabank RRIF that the RRSP funds are transferred to.

### *Service fees for your Line of Credit*

You agree to pay the following fees\* when applicable:

- An overlimit fee of \$20, once per statement period, if your account balance exceeds your credit limit. If your account is still over its limit in the next statement period, it will incur another charge.
- A fee of \$35 if a payment to your line of credit is returned due to insufficient funds or any other reason.
- A fee of \$35 for each cheque that is drawn on your line of credit but returned due to insufficient credit available. If the Bank chooses to honour the cheque, causing your account to exceed its limit, your account will then be subject to the overlimit fee.

Service fees on lines of credit are treated as advances, and will be added to your account. These fees do not apply to the *Scotia Professional* Student Line of Credit and the *ScotiaLine* personal line of credit for students.

### *Observing your card's expiry date*

You agree not to use the card or cheques after the card's expiry date. If they are used, you agree to pay any debts that are incurred.

***Credit limit***

We will set a credit limit for your credit account. The limit is indicated on the agreement and on your monthly statement. We can increase or reduce your credit limit or allow you to exceed your credit limit without telling you in advance. We may refuse to honour any use of the credit accounts which would cause you to exceed your limit. However, we are not obligated to do this.

***Making a minimum monthly payment***

If you do not repay your debt in full by your statement payment due date, you agree to make a minimum monthly payment. We will tell you the minimum required payment on a separate notice and on your monthly statement. We may require a different monthly payment and will notify you of this beforehand. Any overdue payment or over limit amount must be paid as soon as you receive your statement.

If you have a *Scotia Professional* Student Plan, for as long as you remain At School or during the 12 months of your repayment grace period, we will charge you interest as provided in your agreement. This interest will be automatically added to your account monthly. You may, make principal payments as well. If you exceed your available credit limit, you are required to make a payment to bring your account within limit on your next statement due date.

***Keeping your Personal Identification Number (PIN) and Password confidential***

You agree to keep your PIN and Password separate from your card at all times. If you do not keep your PIN or Password confidential, or if you select a PIN or Password which can be easily discovered, such as a number the same as or similar to an obvious combination such as your date of birth, bank account numbers or telephone numbers, or if you keep your card and your PIN or Password in a way that would enable someone else to use them together, you will be liable for all debt, including interest, arising from their unauthorized use.

***Telling us about loss, theft or unauthorized use***

You will inform us immediately by telephone and in writing about any actual or suspected loss, theft or unauthorized use of your card, Password, PIN or cheques. You agree that we may assume you have authorized all transactions until you tell us otherwise.

If your card is lost or stolen, you will not be liable for any unauthorized use, as long as the unauthorized use does not involve use of your Password or PIN. You are liable for all card transactions incurred using your Password or PIN and all debt, including interest arising from such use.

If your cheques are lost or stolen, you will also be liable for any unauthorized activity until you notify us of this activity.

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If you have previously authorized someone to use your card, or cheques, and have subsequently withdrawn your authorization, you will continue to be liable for all debts incurred by their use until they have been surrendered to the bank.

### *Telling us about errors in your statement*

If your statement contains any errors, you will tell us in writing or by any other means that we permit within 15 days of the date of the statement. After that time, the statement will be considered to be correct unless you can provide us with written proof that it is not.

### *Settling disputes*

If a dispute arises about a transaction which you authorized, you must settle it directly with the merchant or business concerned. In addition, you may contact us through any of the methods we offer, to discuss the transaction in question.

### *Pre-Authorized Payments*

You are responsible for providing a merchant with whom you have set up a pre-authorized payment plan with correct and up-to-date information. This includes a change in account number or expiry date. We will not be liable for any pre-authorized transactions that cannot be posted to your account and you are still liable to the merchant for making payment. It is your responsibility to contact a merchant when you wish to cancel a pre-authorized transaction. You should check your monthly statements to ensure that cancelled transactions have been discontinued.

### *Cancelling this agreement*

You can cancel this agreement by telling us in writing that you want to do so. We can cancel this agreement without a reason by giving you 30 days' written notice. We can also cancel this agreement without written notice or any notice whatsoever if you are not handling your credit account in accordance with this agreement or our requirements. In addition, we can also cancel your card, credit line or cheques and require you to return them to us, or to someone acting on our behalf, when we ask for them. The card and cheques are our property. If either of us cancels this agreement, you still have to pay your debt and any other amounts you owe us in full immediately.

## Our rights and obligations

### *Paying interest on a credit balance*

If you have a *ScotiaGold Passport*<sup>™</sup> VISA card, we will pay the primary cardholder interest on an entire credit balance of \$1,000 or more at the same rate as we pay on Daily Interest Savings Accounts. We will calculate the interest daily, pay it monthly and show it as a credit on your monthly statement. The interest rate we pay will be posted at our bank branches and will change from time to time.

### *Charging interest on purchases with your card*

For cards, we won't charge any interest on purchases and service charges if we receive your payment for the full balance of the statement on which the purchases and service charges first appear, on or before the due date set out in the statement. If we don't receive your payment within this time period, we will charge interest at our then current annual rate on each purchase or service charge, from the transaction date to the date it is repaid in full.

### *Charging interest on advances*

In the case of cash advances from a card, advances taken by a cheque, or any advance under a credit line, we will charge you interest on each advance from the transaction date indicated on your statement to the date it is repaid in full. Purchase of custom cheques for lines of credit are charged to your account and are also treated as advances.

### *Interest*

For both cards and credit lines, we will tell you the applicable interest rates. We may change these rates from time to time in accordance with applicable law.

If your credit accounts have standard and preferred rates, to qualify for the preferred interest rate, you must repay your credit accounts in accordance with its terms; otherwise, the standard interest rate will apply. If you are paying the standard interest rate, it will revert to the preferred interest rate once you have continuously complied with your obligations under this agreement for six consecutive months (subject to change).

Interest for credit lines is composed of two factors:

- our prime rate
- an adjustment factor.

We will change our prime rate from time to time and will post a notice of this in our branches. We may also change the adjustment factor, but we will give you prior written notice of this, stating the effective date of the change.

### *Adding interest to your debt*

We calculate interest on your debt daily but we only add it to your debt once a month on each statement. Daily interest is calculated by adding new advances, subtracting payments, multiplying the unpaid balance on which interest is payable by the annual interest rate, then dividing by 365 (or 366 in a leap year).

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If you have a *Scotia Professional* Student Plan, interest will be automatically added to your principal balance once a month as long as you remain At School and during the 12 months of your repayment grace period.

### *Telling you about interest rates, service charges and our annual fee*

We will send you a notice that will tell you about interest rates, service charges and, if applicable, our annual fee. All service fees will be charged to your account. The annual fee will appear on your first monthly statement and annually thereafter and is not refundable. If we change any of these rates or amounts, or introduce new fees, we will give you prior notice as required by law.

### *Applying your payments*

We apply your payments, as applicable, first to interest charges that we have billed, then to any billed annual fees and service charges, then to any billed cash advances. Next we apply them to any billed purchases on which interest is payable and then to billed purchases on which interest is not yet payable. We then apply your payments to any unbilled cash advances and finally to any unbilled purchases. In each case, we may apply your payment to the purchase or cash advance bearing the lowest interest rate first.

### *Applying credit vouchers*

For cards, if a business issues a credit voucher, we will reduce your debt by the amount of the voucher when we receive it.

### *Dealing with transactions in a foreign currency*

We will bill you in Canadian currency for debts incurred in a foreign currency. Debit and credit vouchers issued or payments made in a foreign currency will be converted and posted to your account in Canadian currency.

For cards, debit or credit vouchers in a foreign currency are charged or credited to your account at the exchange rate determined by VISA International on our behalf. This exchange rate may be different from the rate in effect on the transaction date. This rate includes an amount equal to a percentage of the converted amount, in Canadian currency, disclosed from time to time in your monthly statement, applied to both debit and credit transactions.

For advances made using a cheque or for payments on your credit accounts, the exchange rate will be the posted rate charged to customers at any of our branches.

### *Automatic Banking Machines (ABMs)*

The cash advance amount you can withdraw each day from an ABM, and the available ABM services, can vary from time to time without notice to you. We are not liable for any loss or damages you may suffer because of your use of an ABM or because of any failure to provide ABM services.

### *Preparing and sending monthly statements*

Monthly statements are only prepared on business days, so the time between statements will vary depending on the number of business days in the month. We will send, on a regular periodic basis, at least once a month, a statement addressed to the primary borrower only. If your account goes in default and we demand the balance in full, we will no longer send monthly statements. However, interest will continue to accrue on your account.

### *Offset*

We may debit any other account you have with us with the amount of any payment you are required to make to us under this agreement and credit the amount to the outstanding debt under this agreement.

### *Security*

If a mortgage, hypothec or security agreement secures this credit account, you will not further encumber the property without our permission. If you sell the property which is subject to the mortgage, hypothec or security agreement, you agree that you will immediately repay to us all amounts owing under the credit account.

### *Changing this agreement or the services we offer*

We can change this agreement or the services that are available with the credit account, but we will give you notice in writing before we do so. We do not need to give you notice if we change ABM services.

## *Overdraft Protection*

### *Overdraft protection is a temporary credit account.*

You may use your overdraft protection from the date the agreement is approved by us.

### *Overdraft limit*

You may overdraw the account specified in the agreement up to the amount agreed to in writing by us.

You may overdraw the account by cheque, pre-authorized payment or any other debit we authorize. We may refuse any debit if the amount would cause the overdraft limit to be exceeded.

### *Payment*

Within 30 days from the day in which the overdraft occurred:

- You will bring your account to a positive balance.
- You will pay us the handling charge for each debit drawn on the account and all other applicable service charges. Handling charges are treated as overdraft amounts.

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- You will pay us the overdraft interest charge set out in Personal Banking Accounts and Fees, or as stipulated by written notice to you. Interest is calculated and accrued daily to each statement date on each debit from the date on which the debit is charged to the account. Overdraft interest charges are treated as overdraft amounts.

### *Delinquency*

If your overdraft balance goes into default, we may close your account and convert your overdraft balance to delinquent demand loan status. Interest payable will be calculated daily and applied to the demand loan at a rate of 21% per annum. Please note that delinquency is reported to credit bureaus, which can adversely affect your credit rating and negatively impact your future borrowing capability.

### *Terminating the agreement*

Either party may terminate this agreement. We may terminate the agreement if you are in default. You may terminate the agreement by giving us at least 10 days' prior written notice.

Termination does not relieve you of any obligations under this agreement until the overdraft amount has been paid to us in full. Regardless of such termination, you are responsible for paying us for all debits or other charges made following termination.

## Scotia Total Equity Plan

If you have a Scotia Total Equity Plan with us, the rules for each loan product and credit account apply in addition to the following.

### *Applying your payment*

We may allocate your payments to any loan under the agreement both before and after default.

Subject to the rights of any third party, any money we obtain by enforcing our rights after paying our costs, will be applied first to the mortgage loan, then the lines of credit, the term loan, VISA cards and finally to the overdraft.

### *Changing the split of your loan*

You may split the approved limit of your loan into a combination of loans and credit accounts, as long as we agree in writing. Each type of loan and credit account has a set of rules for payment. You may only change the split by creating a new agreement subject to the terms of the original agreement, including paying prepayment charges. You may be required to submit a credit application. You may also be required to pay fees associated with changing your mix of borrowing products, such as title search fees. Your Personal Banker will disclose any fees you will be charged.

### *Collateral Mortgage*

The Scotia Total Equity Plan collateral mortgage must be in first position and be the only mortgage/encumbrance on the property.

### *Transferability*

The transfer of this collateral mortgage (and any outstanding balance(s) attached), is at the sole discretion of the other lender. They may not have a product similar to the Scotia Total Equity Plan mortgage, and they may or may not absorb the legal fees associated with converting your Scotia Total Equity Plan mortgage, to their mortgage product.

### *Assumability*

Mortgage components of the Scotia Total Equity Plan are not assumable by subsequent purchasers. If you would like to have a future purchaser take over the terms of your mortgage components(s), the purchaser must qualify under our normal credit granting policies and enter into new security documentation with us.

### *Delinquency*

In cases of delinquency, we may transfer delinquent balances to other credit products to restructure your credit, and in addition we may reduce or cancel the credit limit (where applicable) of any product under your Scotia Total Equity Plan.

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# Security Agreements

## Security Agreements

### Security Agreements

#### Security Agreements

If you have pledged security on the Personal Credit Agreement, the terms and conditions for that security agreement come into effect when you sign the credit agreement.

There are six types of security agreements, based on the type of security that we accepted from you. We include each type of security agreement in this section with the exception of a collateral mortgage for real estate. That document will be given to you separately either by us or your lawyer. There is however, a short explanation of it provided for your information.

## Collateral Mortgage/Deed of Hypothec

When you signed the Personal Credit Agreement and indicated security agreement code 1 (first mortgage) or 2 (second mortgage), you are also bound by the terms and conditions of a collateral mortgage. A collateral mortgage is the document we hold when we take your real property as security on your loan. This includes a deed of hypothec on immovable property in Quebec.

When you offer and we accept your real/immovable property as security for a loan, a mortgage/hypothec document is registered at the appropriate registry office along with any terms and conditions for your province or territory.

You will receive a copy of these documents from us or from your lawyer or notary.

Any of our subsidiaries, such as Scotia Mortgage Corporation, may act as our agent in any transaction or correspondence for your mortgage loan. Dealing with them is the same as dealing with us.

## Chattel Mortgage/Hypothec

When you signed the Personal Credit Agreement and indicated security agreement code C, you are also bound by the terms and conditions of this chattel mortgage/hypothec document. You have pledged the property listed in the security pledged section of the agreement (property) as security to us for your loan. A chattel mortgage is the document we hold when you provide your personal property as security on your loan. This includes a hypothec on moveable property in Quebec. Our security interest/hypothec in the property extends to any replacements or proceeds of the property.

In addition to the rights specified here, we also have all rights, remedies and powers of a secured party under the Personal Property Security Act, and similar legislation.

For any personal property that you offer and we accept as security, there are three key issues:

- Ownership/Use of the Property/Enforcement
- Insurance
- Maintenance

### *Ownership/Use of the Property/Enforcement*

You confirm that you are the sole legal and beneficial owner of the property and no one but us has any other interest in the property. You will keep the property clear of all legal claims against it except ours. If you do not, we may settle the claim and charge you what it cost, including incidental expenses which include our legal expenses.

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You agree not to lease the property, sell or transfer any interest in it, grant any security interest in it, or give possession or control of it to anyone else without our prior written permission.

The property must not be used in any illegal manner. You also agree to notify us when you move. You agree not to remove the property from your province or territory for more than 30 days without our written notice.

If we take possession of the property, we will provide you notice as required by law. You can regain possession of the property before we sell it or have agreed to sell it, by paying us any payments in default and related default charges, and any reasonable costs we incurred taking, holding, repairing and maintaining your property. Provincial or territorial law may state the number of times you may take advantage of reinstatement.

If you don't regain possession of the property, we can sell the property at either a public or private sale. We may also sell the property on deferred payment terms or lease it. We will give you at least the amount of notice required in the jurisdiction where you live of the date, time and place of any public sale or of the date after which any private sale will be made. We will give you the amount left after we subtract the total amount you owed us plus our reasonable legal and other expenses of taking, maintaining and selling the property (all our costs) plus any amount we are required to pay to any other person. We will only be responsible for amounts of money actually received by us.

If there is an unpaid balance still owing to us after we have sold the property, you must pay us that amount, unless prohibited by law. If we enforce our rights to be paid the balance due by court proceedings, you will pay to us all our costs including all our legal costs.

### *Insurance*

You must keep the property insured against loss or damage from fire and theft. Where required, you must also insure it against collision. If it is a mobile home, you must also insure it against wind damage. If it is an aircraft, you must carry all-risk insurance, including collision and Breach of Warranty endorsement. You agree to carry additional coverage if we ask. You may purchase any insurance required by this agreement from an insurance company lawfully licensed to do so or through an agent of your choice. You also agree not to assign the insurance to any other person.

The insurance you carry must be equal to the fair market value of the property. You give us the right to receive proceeds of all insurance covering the property and you shall notify your insurer that you have done so. If you fail to carry adequate insurance, we may purchase it for you and charge you for the premium, the cost of which shall be secured by the property.

If the property is damaged, you will use the proceeds of the insurance to repair the property. However, if the property is lost, stolen or significantly destroyed, we may decide whether to use insurance proceeds to replace the property or to apply them to what you owe under this agreement.

The loss, destruction or damage of the property does not excuse you from making payments unless the insurance proceeds paid to us pay the total balance due.

If we make any payments to take, hold, repair maintain, insure or to defend claims against the property, you will reimburse us. These payments will bear interest at the rate set out in the agreement and will be secured by the property.

### ***Maintenance***

You promise to keep the property in good repair and replace all worn, broken or defective parts. If you fail to do this, we can make repairs and charge you for them. We have the right to inspect the property at any reasonable time. If the property is an aircraft, you must comply with the inspection requirements of the Department of Transport.

## **Hypothecation/Assignment of Specific Bank Accounts**

When you signed the Personal Credit Agreement and indicated security agreement code H or A, you are also bound by the terms and conditions of this hypothecation. You have pledged the property listed in the security pledged section of the agreement (Property) as security to us for your loan. A hypothecation is a document we hold when you provide shares, bonds, mutual funds, guaranteed investment certificates, term deposits and bank accounts or similar assets as security on your loan. This document grants us an interest in the listed Property, its revenue and proceeds.

### ***Leveraging***

You have indicated that you understand that borrowing to purchase mutual funds, shares or other securities (“leveraging”) gives rise to certain risks. If the value of the mutual funds, shares or other securities declines, you will still have to pay us the full amount that you owe us and we may require you either to reduce the amount of the outstanding loan or provide us with additional security to maintain our position.

For any Property that you offer and we accept as security, there are two key issues:

- Ownership/Power of Attorney
- Our rights as the temporary owner

### ***Ownership/Power of Attorney***

You warrant that you are the sole owner of the Property pledged.

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You irrevocably agree that the security agreement you have granted us shall remain in effect until what you owe has been paid in full or we release it, as we see fit. We will send part 4 of the Personal Credit Agreement signed by you to the administrator, broker or issuer of the mutual funds, securities or securities account to notify them that your Property is being held by us as security for a loan. A copy of the text on part 4 is in this document.

You irrevocably appoint any of our employees as your true and lawful power of attorney for the Property you have pledged. We will act under this power of attorney with respect to all aspects of the Property you have pledged including giving instructions for and completion of the sale of the Property you have pledged.

When you have paid what you owe on time and in full, and we have registered a discharge, our interest in your Property ends. Our power of attorney rights will also end at that time.

*Our rights as the temporary owner*

In some cases, we will hold the Property in our vault or with any recognized clearing corporation, in a form deemed appropriate by us.

We may, in the event of default, immediately apply to what you owe us, any and all proceeds from public or private sale of the Property which you have assigned as security for your obligations.

We, at our option and without notice or formality (all of which you waive), may do any of the following:

- Sell the Property by public or private sale, if in our opinion the value depreciates below the amount of money you owe and sufficient additional collateral is not pledged to secure what you owe.
- Hold the proceeds of the sale of the Property as we see fit to secure what you owe us.
- Register the Property in our name or the name of any other nominee.

We will not:

- be bound to realize any of the Property or to allow any of the Property to be sold
- be responsible for any loss incurred by any sale, or failure to sell the Property or enforce any of our security
- be bound to protect any of the Property nor to protect the Property from depreciating in value or becoming worthless
- be bound to examine any lists, or notices, relating to coupons or dividends, or the expiry of rights or warrants in connection with the Property you have pledged

- be bound to collect any revenue payable on the Property pledged. All such revenue will be applied to the loan if received by us. We are not bound to vote in respect of any of the Property you pledge, but we are entitled to vote at our option
- be responsible for any loss by exercising voting rights of the Property.

For a Scotia Investment Line of Credit you acknowledge that should the value of the Property you have pledged fall to a value where the loan to collateral value ratio is greater than 66 percent, we may require you to pay down the loan to bring it to 66 percent loan to value, purchase additional Property so that the loan to value ratio is reduced to 66 percent or we may call the loan if you do not do either of the above. We may also sell some of the Property and apply it to your loan to reduce the amount outstanding. We reserve the right to change the percentage levels indicated here from time to time. If any amount of the loan remains unpaid after we have sold the Property and applied it to the loan, you must repay it.

***Notice to Fund Administrator, Issuer or Securities Intermediary***

If any Property you have pledged is an uncertificated security or is maintained for you in a securities account by a broker or other person, the following paragraph, contained in your Personal Credit Agreement, is your direction to the issuer of the uncertificated security or to that broker or other person that you are using that Property as security for your loan from us. You agree that, depending on the issuer, broker or other person involved, your loan or credit account may be conditional on that person entering into an additional agreement satisfactory to us concerning the terms on which they will hold the Property on our behalf.

Please hold the Property described below on behalf of Scotiabank. No pledging, redemption, repurchase, sale or removal of any of that Property shall be made without Scotiabank's prior written consent. Enter a "hold" or other appropriate message on the account to reflect this notice. Payments of interest or other income may be paid to me unless and until you receive notice to the contrary from Scotiabank. I acknowledge that all proceeds and all future purchases of Property of the type described below will be covered by this notice until Scotiabank expressly requests you to remove it. I direct you to comply with all notices, instructions and entitlement orders you receive from Scotiabank concerning the transfer, redemption or other dealing with my Property without my further consent. I request that you agree with Scotiabank that you will do so. This notice is irrevocable by me unless revocation is consented to by Scotiabank in writing.

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## Authority to Hold Funds on Deposit

When you signed the Personal Credit Agreement and indicated security agreement code F, you are also bound by the terms and conditions of this authority to hold funds on deposit. You have pledged the property listed in the security pledged section of the agreement (property) as security to us for your loan. This document allows us to hold the money in your Scotiabank account indicated on the agreement to us until the loan has been paid or the arrangement between us ends.

For those accounts, there are two key issues:

- Ownership
- Default

### *Ownership*

You warrant that you are the sole owner of the account.

You agree that you cannot withdraw funds from this account except those funds that are in excess of the amount stipulated in the agreement.

The agreement is irrevocable.

### *Default*

In the event of default, we may immediately apply any and all amounts in your accounts to what you owe us.

## Assignment of Life Insurance - Cash Surrender Value

When you signed the Personal Credit Agreement and indicated security agreement code L, you are also bound by the terms and conditions of this document. You have pledged the property listed in the security pledged section of the agreement (property) as security to us for your loan. An assignment of life insurance is the document we hold when you provide security by way of the cash surrender value of your life insurance as security on your loan. References to assignment mean agreement in Quebec.

This document grants us an interest in your policy and all amounts accumulated to your credit or benefit such as bonuses, additions, profits or other amounts.

When you offer and we accept this assignment as the security for your loan, there are two key issues:

- *Ownership/Power of Attorney*
- *Maintenance of the policy*

### *Ownership/Power of Attorney*

You warrant that the policy is valid and that it has not been forfeited, assigned, hypothecated or otherwise disposed of or rendered void, and that you have the right to

assign the policy. The beneficiary also agrees to this assignment and that we may deal with you without further reference to the beneficiary.

You irrevocably appoint any of our employees as your true and lawful power of attorney to do anything in relation to the policy as part of this assignment.

We will send part 4 of the Personal Credit Agreement signed by you to your insurance company. A copy of the text on part 4 is in this document. We will also keep a copy attached to the copy of your insurance policy that we will keep on file.

This assignment remains as a continuing security for any future borrowing between you and us.

We may deal with you or any other person in relation to the policy or any other agreement without releasing any of our rights under this assignment.

While the policy is assigned to us, we may:

- take the benefit of any option granted by the terms of the policy or arising subsequently
- accept any policy in lieu of or substitution for the policy listed in the security pledged section of the agreement and in so doing, have all the rights of that policy
- sell, dispose of, or accept the cash surrender value of the policy or substituted policy, or accept one or more paid up policies or exercise any other rights, remedies or recourses permitted by applicable law, if you default on any payment to the loan secured by this policy
- demand or sue to recover any amount under the policy and give the insurance company a final receipt for any such payment. The insurance company in making a payment to us will not be required to determine how much money you owe us.

We will not be responsible for any loss which may occur in the value of the policy, or for the negligence of any solicitors or agents employed by us.

When the loan has been paid in full, our interest in your policy ends. Our power of attorney rights will also end at that time.

### ***Maintenance of the policy***

You are responsible for paying all premiums and any other charges required, and to do anything else to keep the policy in force. If you do not, we can do so and will add the costs to the loan which will bear interest at the loan interest rate.

You cannot change the name of the beneficiary in the policy without our written consent. You shall not assign or otherwise dispose of the policy by will, contract or other means, and shall not change the insurance plan of the policy during the period the policy is assigned/hypothecated to us.

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### Notice to Insurance Provider

This paragraph is your direction to your insurance company that you are using the cash surrender value of your life insurance as security on a loan. It is on part 4 of the Personal Credit Agreement.

I am informing you that I have assigned and/or hypothecated the policy listed in the security pledged section of this agreement, to Scotiabank. I have appointed Scotiabank as my true and lawful power of attorney to do any action regarding my policy. Scotiabank has the right to sell, dispose of, or accept the cash surrender value of the policy listed below, or substituted policy, or accept one or more paid up policies should I default on the loan. This assignment and/or hypothec remains as a continuing security until expressly requested to be removed by the bank. This notice is irrevocable by me unless consented to by the bank in writing.

The beneficiary of the policy, if any, has signed this notice as well.

## Personal Guarantee

When you signed the Personal Credit Agreement as guarantor, as indicated by security agreement code G, you are also bound by the terms and conditions of this guarantee. A Personal Guarantee is the document we hold when we take a guarantee from an individual as security on your loans.

By signing the agreement, the guarantor accepts responsibility for the loan according to the terms set out in this document. The guarantor receives a copy of the agreement.

In consideration of the bank granting a loan to the borrower(s), you guarantee payment to the bank on demand of the loans indicated on the Personal Credit Agreement in accordance with its terms and agree that your liability to do so will not be affected or released:

- by any variation, renewal, extension or replacement of the loans, agreements or any security (including any other guarantees) held by the bank for the loans
- by any extension of time or other indulgence given by the bank to the borrowers or others under the agreement or any security
- by any delay or refusal by the bank to require or enforce payment of the agreement or any security
- by the taking, non-perfecting, or giving up of any security or by any dealings with the borrowers or others respecting the agreement or any security
- by your death or legal incapacity or the death or legal incapacity of the borrowers

- by any event which results in the borrowers not being under a legal obligation to pay the loans covered by the agreement.

The bank need not exhaust its recourse against the borrowers or others under the agreement or any security before being entitled to payment by you under this guarantee.

If more than one guarantor signs this agreement, the obligations set out in it are joint and separate (joint and several). That means each guarantor is fully responsible for the entire debt.

In Alberta, a Certificate of Notary Public must be attached to the Personal Credit Agreement form. In Quebec, each guarantor waives their right of division and discussion.



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