

## Covered Bond Swap Confirmation

March 20, 2024

To: Scotiabank Covered Bond Guarantor Limited Partnership  
c/o The Bank of Nova Scotia  
40 Temperance Street  
Toronto, Ontario  
M5H 0B4

Attn: Managing Director, Term Funding and Capital Management

Fax: 416-945-4001

From: The Bank of Nova Scotia

Re: **Covered Bond Transaction (re: CAD400,000,000 4.246 percent Covered Bonds due March 20, 2034 (“Series CBL62”)) under CAD\$100,000,000,000 Global Registered Covered Bond Program guaranteed as to payments of interest and principal by Scotiabank Covered Bond Guarantor Limited Partnership**

Dear Sir or Madam,

The purpose of this letter is to confirm the terms and conditions of the transaction entered into between The Bank of Nova Scotia (“**Party A**”) and Scotiabank Covered Bond Guarantor Limited Partnership (“**Party B**”) on the Trade Date specified below (the “**Transaction**”). This facsimile constitutes a “**Confirmation**” as referred to in the Agreement as specified below.

This Confirmation evidences a complete binding agreement between you and us as to the terms of the Transaction to which this Confirmation relates. This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of July 19, 2013 (identified on page 1 thereof as the “Covered Bonds 2002 Master Agreement”), as amended, restated and/or supplemented from time to time, between you and us (the “**Agreement**”). All provisions contained in the Agreement shall govern this Confirmation except as expressly modified below. In the event of any inconsistency between the provisions of the Agreement and this Confirmation, this Confirmation will prevail for the purpose of this Transaction. The definitions and provisions contained in the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) (the “**Definitions**”) are incorporated into this Confirmation. In the event of any inconsistency between any of the following, the first listed shall govern (i) this Confirmation; (ii) the Pricing Supplement of the Issuer dated March 13, 2024 (the “**Pricing Supplement**”), (iii) the Sixth Amended and Restated Master Definitions and Construction Agreement dated as of October 6, 2022, between Computershare Trust Company of Canada, a trust company incorporated under the laws of Canada, as Bond Trustee, Citibank, N.A. London Branch, as principal paying agent, a transfer agent and the exchange agent, Citibank Europe Plc, as a paying agent and a registrar, KPMG LLP, Party A, Party B, Scotiabank Covered Bond GP, Inc., 8429057 Canada Inc., and each other Person named therein and who may from time to time become a party thereto, as amended, restated and/or supplemented from time to time (the

“**Master Definitions and Construction Agreement**”); and (iv) the Definitions. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Master Definitions and Construction Agreement. For the purposes of the Definitions, references herein to a “Transaction” shall be deemed to be references to a “Swap Transaction”.

The terms of the particular Transaction to which this Confirmation relates are as follows:

- Trade Date: March 13, 2024
- Effective Date: The earliest to occur of (i) an Issuer Event of Default, (ii) a Guarantor Event of Default, and (ii) the Ratings Trigger Date.
- Ratings Trigger Date: The date on which one or more Rating Agencies downgrades or withdraws the long-term, unsecured, unsubordinated and unguaranteed debt obligations (or, in the case of Fitch, the long-term issuer default rating) of Party A, or any Credit Support Provider from time to time in respect of Party A, below the Required Ratings.
- Required Ratings: The threshold ratings BBB (high) (in respect of DBRS), BBB+ (in respect of Fitch) and Baa1 (in respect of Moody’s).
- Termination Date: The earlier of:
- (a) the Final Maturity Date (or, if earlier, the date of redemption in whole, but not in part, of) for Series CBL62 or, if Party B notifies Party A prior to such Final Maturity Date of its inability to pay in full Guaranteed Amounts corresponding to the Final Redemption Amount for Series CBL62, the final date on which an amount representing the Final Redemption Amount for Series CBL62 is paid (the “**Scheduled Termination Date**”); and
  - (b) the date designated therefor by the Bond Trustee and notified to Party A and Party B for purposes of realizing the Security in accordance with the Security Agreement and distributing the proceeds therefrom in accordance with the Post-Enforcement Priority of Payments following the enforcement of the Security pursuant to Condition 9.3, as modified by the Pricing

Supplement for Series CBL62.

Business Day: Toronto.

Calculation Period: In respect of Floating Amounts payable by Party A and Party B, each Guarantor Calculation Period and in respect of Fixed Amounts payable by Party A, each Swap Provider Calculation Period

**Party B**

**Floating Amounts**

Floating Rate Payer Party B.

Party B Payment Date: Each Guarantor Payment Date, commencing on the first Guarantor Payment Date which occurs after the Effective Date

Party B Payment Amount: On each Party B Payment Date, Party B will pay to Party A the greater of (i) 0.00%, and (ii) the product of:

- (a) the Party B Notional Amount for the Calculation Period ending on such Party B Payment Date:
- (b) Party B Day Count Fraction; and
- (c) the Party B Floating Rate.

Party B Notional Amount: For each Calculation Period, the product of the Party A Currency Amount on the first day of such Calculation Period.

Party B Day Count Fraction: Actual/365 (Fixed)

Party B Business Day Convention: Modified Following

Party B Floating Rate: Party B Floating Rate Option *plus* Party B Spread.

Party B Floating Rate Option: CAD-CORRA-OIS-COMPOUND

Observation Period Shift Two Toronto Banking Days

Party B Reset Dates: The first day of each Calculation Period

Party B Spread: [REDACTED]

**Party A**

**Fixed Amounts**

Fixed Payer:

Party A.

Party A Notional Amount:

In respect of each Calculation Period, an amount equal to CAD400,000,000 *minus* the aggregate of each portion of the Final Redemption Amount for Series CBL62 paid on or prior to the first day of such Calculation Period.

Swap Provider Calculation Period:

Each period from and including a Swap Provider Payment Date to, but excluding, the next following applicable Swap Provider Payment Date, except that (a) the initial Swap Provider Calculation Period will commence on, and include, the Effective Date and (b) the final Swap Provider Calculation Period will end on, but exclude, the Scheduled Termination Date.

Swap Provider Payment Dates:

On or prior to the Final Maturity Date, the 20<sup>th</sup> day of each of March and September of each year commencing the first such date after the Effective Date up to and including the Final Maturity Date for Series CBL62, and thereafter, the 20<sup>th</sup> of each month up to and including the Scheduled Termination Date (which, for greater certainty may be a date other than the 20<sup>th</sup> of the month).

Party A Payment Amount:

On each Swap Provider Payment Date on or prior to the Final Maturity Date for Series CBL62, Party A will pay to Party B the product of:

- (a) the Party A Notional Amount for the Calculation Period ending on such Swap Provider Payment Date;
- (b) the Party A Fixed Rate Day Count Fraction; and
- (c) the Party A Fixed Rate.

On each Swap Provider Payment Date after the Final Maturity Date for Series CBL62, Party A will pay to Party B the greater of (i) 0.00%, and (ii) the product of:

- (d) the Party A Notional Amount for the Calculation Period ending on such Swap Provider Payment Date;
- (e) the Party A Floating Rate Day Count Fraction; and
- (f) the Party A Floating Rate.

Party A Fixed Rate: 4.246% per annum

Party A Fixed Rate Day Count Fraction: Actual/Actual (ICMA) (not adjusted)

**Floating Amounts**

Party A Floating Rate: Party A Floating Rate Option *plus* Party A Spread

Party A Floating Rate Option: Daily Compounded CORRA, as such term is defined in the Conditions for Series CBL62, provided that the terms, "Interest Period", "Interest Payment Date" and "Extended Due for Payment Date" as used in that definition mean "Swap Provider Calculation Period", "Swap Provider Payment Date" and "Scheduled Termination Date", respectively. For the avoidance of doubt, upon the temporary or permanent suspension, cessation or unavailability of Daily Compounded CORRA, the provisions of the Pricing Supplement for Series CBL62 shall apply to the determination of the Party A Floating Rate Option and any provisions in the Definitions relating to such matters shall not apply.

Observation Period: As defined in the Pricing Supplement for Series CBL62.

Party A Spread: 0.84% per annum

Party A Floating Rate Day Count Fraction: Actual/360 (adjusted)

Party A Business Day Convention: On or prior to the Final Maturity Date, Following, provided that no adjustment will be made to the end date in respect of a Calculation Period even if such end date occurs on a day that is not a Party A Business Day, and after the Final Maturity Date, Modified Following.

Party A Business Days: Toronto.

**Other Provisions:**

Calculation Agent: Party A.

**Account Details**

Account for payments to Party A in CAD: To be advised.

Account for payments to Party B in EUR: To be advised.

**Contact Details for notices**

**Party A**

The Bank of Nova Scotia  
40 Temperance Street  
Toronto, Ontario  
M5H 0B4

Attention: Managing Director, Term  
Funding and Capital Management

Facsimile No.: 416-945-4001

**Party B**

Scotiabank Covered Bond Guarantor Limited  
Partnership  
c/o The Bank of Nova Scotia  
40 Temperance Street  
Toronto, Ontario  
M5H 0B4

Attention: Managing Director, Term  
Funding and Capital Management

Facsimile No.: 416-945-4001

## Confirmation

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us. We are delighted to have executed this Transaction with you and look forward to working with you again.

Time of trading is available upon request.

Yours sincerely,

**THE BANK OF NOVA SCOTIA**

By:           “Darren Potter”            
Name: Darren Potter  
Title: Managing Director, Term Funding and  
Capital Management

Confirmed as of the date first written above:

**SCOTIABANK COVERED BOND  
GUARANTOR LIMITED PARTNERSHIP,  
by its managing general partner,  
SCOTIABANK COVERED BOND GP, INC.**

By:           “Darren Potter”            
Name: Darren Potter  
Title: Vice-President