

THIRD AMENDED AND RESTATED PROGRAM AGREEMENT

THE BANK OF NOVA SCOTIA
as an Issuer, a Seller and the Cash Manager

- and -

SCOTIABANK COVERED BOND GUARANTOR LIMITED PARTNERSHIP
as Guarantor

- and -

COMPUTERSHARE TRUST COMPANY OF CANADA
as Bond Trustee

- and -

BARCLAYS BANK PLC, BNP PARIBAS, BOFA SECURITIES, INC., CITIGROUP GLOBAL MARKETS INC., CITIGROUP GLOBAL MARKETS LIMITED, CREDIT SUISSE SECURITIES (EUROPE) LIMITED, DEUTSCHE BANK AKTIENGESELLSCHAFT, GOLDMAN SACHS INTERNATIONAL, HSBC FRANCE, J.P. MORGAN SECURITIES PLC, MERRILL LYNCH INTERNATIONAL, MORGAN STANLEY & CO. LLC, MORGAN STANLEY & CO. INTERNATIONAL PLC, NATWEST MARKETS PLC, UBS AG LONDON BRANCH, UBS SECURITIES LLC, WELLS FARGO SECURITIES, LLC and WELLS FARGO SECURITIES INTERNATIONAL LIMITED

as Dealers

- and -

BARCLAYS CAPITAL INC. and SCOTIABANK EUROPE PLC
as Arrangers and Dealers

Program for the Issuance of

Covered Bonds

**unconditionally and irrevocably guaranteed as to payments by
Scotiabank Covered Bond Guarantor Limited Partnership**

DATED AS OF SEPTEMBER 4, 2020

TABLE OF CONTENTS

SECTION 1.	DEFINITIONS.....	2
SECTION 2.	ISSUANCE OF COVERED BONDS	7
SECTION 3.	REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY BNS AND THE GUARANTOR	17
SECTION 4.	UNDERTAKINGS BY THE DEALERS.....	41
SECTION 5.	STATUS OF THE ARRANGER AND THE DEALERS	42
SECTION 6.	CONTRACTUAL RECOGNITION OF BAIL-IN	43
SECTION 7.	COSTS AND EXPENSES.....	43
SECTION 8.	NOTICES AND COMMUNICATIONS.....	46
SECTION 9.	CHANGES IN DEALERS	46
SECTION 10.	INCREASE IN AUTHORISED AMOUNT.....	47
SECTION 11.	ASSIGNMENT.....	48
SECTION 12.	LAW AND JURISDICTION.....	48
SECTION 13.	CURRENCY INDEMNITY	48
SECTION 14.	COUNTERPARTS	49
SECTION 15.	NON-PETITION.....	49
SECTION 16.	AMENDMENT AND WAIVER.....	49
SCHEDULE 1	SELLING AND TRANSFER RESTRICTIONS	
SCHEDULE 2	PROGRAM CONDITIONS PRECEDENT	
SCHEDULE 3	DEALER ACCESSION LETTER	
SCHEDULE 4	NOTICE OF INCREASE OF AUTHORISED AMOUNT	
SCHEDULE 5	NOTICE DETAILS	
SCHEDULE 6	PART I – PRO FORMA FINAL TERMS DOCUMENT AND PRICING SUPPLEMENT FROM THE PROSPECTUS	
SCHEDULE 6	PART II – PRO FORMA PRICING SUPPLEMENT FOR RULE 144A COVERED BONDS	
SCHEDULE 7	PRO FORMA SUBSCRIPTION AGREEMENT	
SCHEDULE 8	OPERATING AND ADMINISTRATIVE PROCEDURES MEMORANDUM	

THIS PROGRAM AGREEMENT (this “**Agreement**”) was made as of January 22, 2014, amended and restated as of February 7, 2018 and July 19, 2019 and is further amended and restated as of September 4, 2020.

AMONG:

- (1) **THE BANK OF NOVA SCOTIA**, a bank named in Schedule I to the Bank Act (Canada) (the “**Bank Act**”), whose executive office is at Scotia Plaza, 44 King Street West, Toronto, Ontario, Canada M5H 1H1, in its capacity as issuer of the Covered Bonds, the “**Issuer**” or “**BNS**,” and in its capacity as seller of Loans and their Related Security, the “**Seller**”;
- (2) **SCOTIABANK COVERED BOND GUARANTOR LIMITED PARTNERSHIP**, a limited partnership established under the laws of the Province of Ontario (in its capacity as the guarantor, the “**Guarantor**”);
- (3) **COMPUTERSHARE TRUST COMPANY OF CANADA**, a trust company incorporated under the laws of Canada, whose registered office is at 100 University Avenue, 11th Floor, North Tower, Toronto, Ontario, Canada M5J 2Y1, in its capacity as bond trustee (the “**Bond Trustee**”);
- (4) **BARCLAYS BANK PLC, BNP PARIBAS, BOFA SECURITIES, INC., CITIGROUP GLOBAL MARKETS INC., CITIGROUP GLOBAL MARKETS LIMITED, CREDIT SUISSE SECURITIES (EUROPE) LIMITED, DEUTSCHE BANK AKTIENGESELLSCHAFT, GOLDMAN SACHS INTERNATIONAL, HSBC FRANCE, J.P. MORGAN SECURITIES PLC, MERRILL LYNCH INTERNATIONAL, MORGAN STANLEY & CO. LLC, MORGAN STANLEY & CO. INTERNATIONAL PLC, NATWEST MARKETS PLC, UBS AG LONDON BRANCH, UBS SECURITIES LLC, WELLS FARGO SECURITIES, LLC and WELLS FARGO SECURITIES INTERNATIONAL LIMITED** (the “**Dealers**”); and
- (5) **BARCLAYS CAPITAL INC. and SCOTIABANK EUROPE PLC** (each, an “**Arranger**” and each, a “**Dealer**”).

AND WHEREAS

- (A) The Issuer has established a program (the “**Program**”) for the issuance of covered bonds (the “**Covered Bonds**”), unconditionally and irrevocably guaranteed by the Guarantor pursuant to the covered bond guarantee (the “**Covered Bond Guarantee**”), in connection with which Program it has entered into the Agency Agreement referred to below and the parties wish to record the arrangements agreed between them in relation to the issuance and sale by the Issuer and the purchase by Dealers from time to time of covered bonds for offer, sale, distribution or delivery by the Dealers to purchasers outside of the provinces and territories of Canada.

- (B) The parties entered into a program agreement dated January 22, 2014 (the “**2014 Program Agreement**”) to record the arrangements agreed between them in relation to the issuance and sale by the Issuer and the purchase by the Dealers from time to time of Covered Bonds for offer, sale, distribution or delivery by the Dealers to purchasers.
- (C) In connection with the renewal of the Program on or about February 7, 2018, the parties to the 2014 Program Agreement amended and restated the 2014 Program Agreement in its entirety pursuant to an Amended and Restated Program Agreement dated February 7, 2018 (the “**2018 Program Agreement**”).
- (D) In connection with the renewal of the Program on or about July 16, 2019, the parties to the 2018 Program Agreement amended and restated the 2018 Program Agreement in its entirety pursuant to an Amended and Restated Program Agreement dated July 16, 2019 (the “**2019 Program Agreement**”).
- (E) In connection with the renewal of the Program on or about September 4, 2020, the parties to the 2019 Program Agreement wish to amend and restate the 2019 Program Agreement in its entirety by entering into this Agreement.
- (F) Covered Bonds may be issued on a listed or unlisted basis. The Issuer has made applications to the FCA for Covered Bonds (other than Exempt Covered Bonds) issued under the Program to be admitted to the Official List and admitted to trading on the London Stock Exchange’s Main Market (the “**Market**”). The Issuer has also made an application to the London Stock Exchange for Exempt Covered Bonds to be admitted to the ISM (as defined below). Covered Bonds may also be listed on such other stock exchange (or segment thereof) as may be agreed between the Issuer and the Relevant Dealer(s).
- (G) The Authorised Amount was increased to CAD100,000,000,000 pursuant to resolutions of the Board of Directors of the Issuer dated March 25, 2020 and April 6, 2020.
- (H) In connection with the foregoing, the Issuer has prepared an Offering Document (as defined below) for use in connection with the Program. The terms of the Covered Bonds to be issued under the Program shall be documented by way of the Final Terms Document and as may be agreed between the Issuer and any Relevant Dealer(s) from time to time.

IT IS AGREED as follows:

Section 1. Definitions

1.01 For the purposes of this Agreement:

This “**Agreement**” includes the Schedules attached hereto and any amendment or supplement hereto (including any confirmation or agreement whereby an institution becomes a Dealer hereunder given or executed pursuant to Section 9.01(b)) and the expressions “**herein**” and “**hereto**” shall be construed accordingly;

“**Admission Particulars**” means the Prospectus but also including any future financial reports (which are not otherwise incorporated by reference therein by means of a supplement to the Prospectus) deemed incorporated by reference for purposes of Exempt Covered Bonds to be listed on the ISM;

“**Agreement Date**” means each date on which the Issuer and the Guarantor conclude a Subscription Agreement which, where the Issuer and the Guarantor enter into an agreement in the form or based on the form set out in Schedule 7 with such Dealer(s) shall be the execution date of such agreement and in all other cases shall be the date of the relevant Final Terms Document;

“**Anti-Corruption Laws**” means the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder, and the U.K. Bribery Act 2010 as amended, and the rules and regulations thereunder;

“**Anti-Money Laundering Laws**” has the meaning specified in Section 3.01(kk);

“**Applicable Time**” has the meaning specified in Section 2.09;

“**Authorised Amount**” means at any time, the amount of CAD100,000,000,000, subject to any increase as may have been authorised pursuant to Section 10 hereof;

“**Bail-in Legislation**” means in relation to any Relevant State which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

“**Bail-in Powers**” means any Write-down and Conversion Powers, as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

“**BRRD**” means Directive 2014/59/EU (as amended), establishing a framework for the recovery and resolution of credit institutions and investment firms;

“**BRRD Liability**” means a liability in respect of which the relevant Bail-in Powers in the applicable Bail-in Legislation may be exercised;

“**BRRD Party**” means any institution or entity subject to Bail-in Powers;

“**CMHC Registration**” has the meaning specified in Section 3.01(m);

“**CMHC Registration Requirements**” means the Guide and Part I.1 of the NHA;

“**Disclosure Documents**” has the meaning specified in Section 2.10;

“**EEA**” means the European Economic Area;

“**EU Bail-in Legislation Schedule**” means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at <https://www.lma.eu.com/documents-guidelines/eu-bail-legislation-schedule>;

“**Eurosystem**” means the central banking system for the Euro;

“**Exchange Act**” means the U.S. Securities Exchange Act of 1934, as amended;

“**Exempt Covered Bonds**” means unlisted Covered Bonds and/or Covered Bonds which are neither to be admitted to trading on a regulated market for the purposes of the MiFID II in the European Economic Area or the UK nor offered in the European Economic Area or the UK in circumstances in which a prospectus is required to be published under the Prospectus Regulation;

“**FCA**” means the Financial Conduct Authority;

“**FSMA**” means the Financial Services and Markets Act 2000, as amended;

“**Governmental Authorisation**” has the meaning specified in Section 3.01(i);

“**Guide**” means the Canadian Registered Covered Bond Programs Guide published by the CMHC on June 27, 2013, as amended, supplemented or replaced from time to time;

“**IASB**” means the International Accounting Standards Board;

“**ICSD**” means the International Central Securities Depository;

“**IFRS**” means International Financial Reporting Standards;

“**Investment Company Act**” means the U.S. Investment Company Act of 1940, as amended;

“**Investment Services Directive**” means the Markets in Financial Instruments Directive (No.2004/39/EC), as amended or replaced from time to time;

“**Investor Presentation**” has the meaning set forth in the related Subscription Agreement;

“**ISM**” means the London Stock Exchange’s International Securities Market which is a multilateral trading facility for the purpose of MiFID II;

“**ISM Rulebook**” means the London Stock Exchange’s ISM Rulebook effective as of May 8, 2017, as supplemented, amended and/or replaced from time to time;

“**Issuer-ICSDs Agreement**” means the agreement entered into between the Issuer and each ICSD;

“**listing**,” or “**listed**” means, in relation to any Covered Bonds which are to have a “listing” or be “listed” on (i) the London Stock Exchange’s Market, shall be construed to mean that such Covered Bonds have been admitted to listing on the Official List and admitted to trading on the Market, or (ii) any Stock Exchange which is a Regulated Market in the European Economic Area (other than the London Stock Exchange’s Market), shall be construed to mean that such Covered Bonds have been admitted to trading on such Regulated Market, or (iii) the ISM, shall be construed to mean that such Exempt Covered Bonds have been admitted to trading on the ISM; or (iv) any other Stock Exchange or market segment thereof (other than those referred to in (i), (ii) and (iii) above), shall be construed to mean that the Exempt Covered Bonds have been listed on that Stock Exchange and/or to trading on the relevant market (or market segment thereof), as the case may be;

“**London business day**” means a day other than a Saturday or Sunday on which commercial banks and foreign exchange markets are open for general business, including dealings in foreign exchange and foreign currency deposits, in London, England;

“**London Stock Exchange**” means the London Stock Exchange plc or any other body to which its functions have been transferred;

“**Marketing Materials**” has the meaning set forth in the related Subscription Agreement;

“**Master Definitions and Construction Agreement**” means the Original Master Definitions and Construction agreement as amended and restated by the Amended and Restated Master Definitions and Construction Agreement, dated September 24, 2013, which was further amended by an amending agreement dated July 22, 2014, a second amending agreement dated August 15, 2014, a third amending agreement dated December 4, 2014, and as further amended and restated by the Second Amended and Restated Master Definitions and Construction Agreement, dated February 7, 2018, the Third Amended and Restated Master Definitions and Construction Agreement, dated July 16, 2019 and the Fourth Amended and Restated Master Definitions and Construction Agreement date September 4, 2020.

“**Material Adverse Effect**” has the meaning specified in Section 3.01(a);

“**MiFID II**” means Directive 2014/65/EU, as amended;

“**NHA**” means the *National Housing Act (Canada)*, as amended;

“**NGCB**” or “**New Global Covered Bond**” means a Temporary Global Covered Bond in the form set out in Part 1 of Schedule 2 (Forms of Global and Definitive Covered Bonds, Coupons and Talons) to the Trust Deed or a Permanent Global Covered Bond in the form set out in Part 2 of Schedule 2 (Forms of Global and Definitive Covered Bonds, Coupons and Talons) to the Trust Deed;

“Offering Document” means:

- (i) the Prospectus; or
- (ii) in the case of Exempt Covered Bonds, the Admission Particulars (for Exempt Covered Bonds listed on the ISM) or any other relevant offering document specified in the applicable Final Terms Document;

each as revised, supplemented or amended from time to time by the Issuer in accordance with Section 3.03(k) hereof and in relation to each Series or Tranche, the Final Terms Document relating to such Series or Tranche, or, as applicable, the Time of Sale Information and the Disclosure Documents, provided that, in the event that the Issuer prepares and publishes a supplement to, or revised version of, the relevant Offering Document in the period from and including an Agreement Date to and including the related Issue Date, for the purposes of subsections 3.01(r) and 3.02(j), the relevant Offering Document means the relevant Offering Document as at the Agreement Date, but not including any subsequent amendments or revisions thereto (other than in relation to the terms and conditions of a Tranche, by the applicable Final Terms Document, if appropriate);

“Official List” has the meaning given to that term in the FSMA;

“Person” has the meaning specified in Section 3.01(ii);

“Prospectus” means the prospectus dated on or about September 4, 2020 relating to the Program, which constitutes a base prospectus for the purposes of Article 8 of the Prospectus Regulation, the preparation of which has been procured by the Issuer in connection with the application for Covered Bonds to be listed on a Regulated Market, as the same may be amended, supplemented, updated, replaced or substituted from time to time;

“Prospectus Regulation” means Regulation (EU) 2017/1129 (as supplemented by the delegated regulations related thereto, and as further supplemented or amended from time to time);

“Registry” means the registry established by CMHC pursuant to Section 21.51 of Part I.1 of the NHA;

“Regulated Market” means a regulated market for the purposes of MiFID II, including for these purposes, any such market located in the UK;

“Relevant Dealer” or **“Relevant Dealers”** means in relation to a Subscription Agreement which is made between the Issuer and more than one Dealer, the institutions specified as Lead Managers in the Subscription Agreement; and, in relation to a Subscription Agreement which is made between the Issuer, the Guarantor and a single Dealer, such Dealer;

“**Relevant Resolution Authority**” means the resolution authority with the ability to exercise any Bail-in Powers in relation to the relevant BRRD Party;

“**Relevant State**” means each member state of the European Economic Area and the UK;

“**Sanctions**” has the meaning specified in Section 3.01(ii);

“**Securities Act**” means the U.S. Securities Act of 1933, as amended;

“**SEC**” means the United States Securities and Exchange Commission;

“**Significant Subsidiaries**” has the meaning specified in Section 3.01(b);

“**Subscription Agreement**” means the agreement between the Issuer, the Guarantor and the Dealers identified therein in substantially the form set out in Schedule 7;

“**Time of Sale**” has the meaning specified in Section 2.10; and

“**Time of Sale Information**” has the meaning specified in Section 2.10.

1.02 Capitalized terms not defined herein shall have the meaning set forth in the Master Definitions and Construction Agreement.

1.03 This Agreement amends and restates the 2019 Program Agreement in respect of all Covered Bonds issued under the Program on or after the date hereof. This does not affect any Covered Bonds issued under the Program prior to the date of this Agreement.

Section 2. Issuance of Covered Bonds

2.01 The Issuer and the Dealers agree that any Covered Bonds which may, from time to time, be agreed between the Issuer and any Dealer(s) to be sold by the Issuer and purchased or, as the case may be, subscribed for by such Dealer(s) shall be sold and purchased, or, as the case may be, subscribed for on the basis of, and in reliance upon, the representations, warranties, undertakings and indemnities made or given or provided to be made or given pursuant to the terms of this Agreement. Unless otherwise agreed, neither the Issuer nor any Dealer(s) is, are or shall be under any obligation to sell, procure subscriptions for, purchase or subscribe for, as the case may be, any Covered Bonds.

2.02 Upon the execution and delivery of any Subscription Agreement and subject as provided therein and in Section 2.03 hereof:

- (a) the Relevant Dealer(s) shall promptly acknowledge the terms of the Subscription Agreement (as established by the Relevant Dealer(s) and the Issuer) to the Issuer (with a copy to the Guarantor) in writing (by letter, fax or email);
- (b) the Issuer and the Guarantor shall promptly confirm such terms to the Principal Paying Agent and, if the Subscription Agreement relates to the sale of Covered Bonds in registered form, the Registrar in writing (by letter, fax or email), and the

Relevant Dealer(s) or, if such Relevant Dealer(s) so agrees with the Issuer, the Issuer will prepare or procure the preparation of the Final Terms Document in relation to the relevant Covered Bonds for approval (such approval not to be unreasonably withheld or delayed) by the Issuer or, as the case may be, the Relevant Dealer(s) and execution on behalf of the Issuer and the Guarantor;

- (c) the Issuer shall cause the Covered Bonds, which, in the case of Bearer Covered Bonds shall be initially represented by a Temporary Global Covered Bond or a Permanent Global Covered Bond, and, in the case of Registered Covered Bonds, shall be initially represented by a Regulation S Global Covered Bond or a Rule 144A Global Covered Bond, to be issued and delivered on or before the agreed Issue Date:
 - (i) in the case of a Temporary Global Covered Bond or a Permanent Global Covered Bond, to (A) if the Covered Bonds are CGCBs, a Common Depository, or (B) if the Covered Bonds are NGCBs, a Common Safekeeper for Euroclear and Clearstream, Luxembourg;
 - (ii) in the case of a Regulation S Global Covered Bond or a Rule 144A Global Covered Bond, either to a Common Depository for Euroclear and Clearstream, Luxembourg or to a custodian of DTC; and
 - (iii) in the case of (i) or (ii) above, in relation to any Tranche of Covered Bonds, the securities account(s) with Euroclear and/or Clearstream, Luxembourg and/or DTC (as specified by the Relevant Dealer(s)) will be credited with the Covered Bonds on the agreed Issue Date; and
- (d) the Relevant Dealer(s) shall, subject to delivery of the Covered Bonds and the other conditions listed in Section 2.03 and the Subscription Agreement, for value on the Issue Date of the relevant Covered Bonds procure the payment of the net purchase monies therefor (namely the agreed issue or sale price thereof plus any accrued interest and less any agreed commissions or other agreed deductibles) to or to the order of the Issuer by credit transfer to such account as may have been specified by the Issuer to the Relevant Dealer(s) for that purpose. The time and date of such payment are hereinafter referred to as the “**Time of Delivery**” and such date, the “**Issue Date.**”

2.03 The (i) joint and several obligations (in respect of an issuance which does not include any Rule 144A Covered Bonds) or (ii) several obligations (in respect of an issuance which includes Rule 144A Covered Bonds and to which (i) does not apply) of any Dealer(s) under Section 2.02(d) are subject to the condition that all representations and warranties and other statements of BNS and the Guarantor in this Agreement are as of the date hereof and, as of the Time of Sale (in the case of Rule 144A Covered Bonds only) and in the case of all Covered Bonds as of the Issue Date, true and correct, the condition that BNS and the Guarantor shall have performed all of their obligations hereunder theretofore to be performed, and the following additional conditions:

- (a) in relation to any Tranche of Covered Bonds, each Dealer having received in form, number and substance satisfactory to each such Dealer not less than one London business day prior to the Issue Date of such Covered Bonds the applicable documents and confirmations described in Schedule 2 to this Agreement, provided that if any Dealer (other than any Dealer participating in the first issue of Covered Bonds under this Agreement) considers any document or confirmation described in Schedule 2 to this Agreement to be unsatisfactory in its reasonable opinion, it must notify the Relevant Dealer(s) and the Issuer not later than the earlier of the Issue Date and five London business days of receipt of such documents and confirmations and, in the absence of notification, each Dealer shall be deemed to consider the documents and confirmations to be satisfactory;
- (b) subsequent to the execution and delivery of this Agreement and prior to the Time of Delivery:
 - (i) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any of the debt securities of BNS or any of its Significant Subsidiaries by any “nationally recognized statistical rating organization”, as such term is defined in Section 3(a)(62) under the Exchange Act; and
 - (ii) there shall not have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings, business or operations of BNS and its subsidiaries, taken as a whole, from that set forth in the Time of Sale Information, as applicable, or the relevant Offering Document that, in the judgment of the Relevant Dealer(s), is material and adverse and that makes it, in the judgment of the Relevant Dealer(s), impracticable to market the Covered Bonds on the terms and in the manner contemplated in the Time of Sale Information, as applicable, or the Prospectus;
- (c) subject to Section 10, the aggregate nominal amount of the Covered Bonds to be issued, when added to the aggregate nominal amount of all Covered Bonds outstanding on the proposed Issue Date (excluding for this purpose Covered Bonds due to be redeemed on the Issue Date) not exceeding the Authorised Amount;
- (d) in respect of any Covered Bonds issued pursuant to Rule 144A, the Issuer’s delivery to the Relevant Dealer(s), on behalf of the Dealers, of (i) a DTC Letter of Representations, in the agreed form, executed by DTC, the Principal Paying Agent and the Issuer, (ii) a CUSIP number in respect of such Covered Bonds, and (iii) confirmation that such Covered Bonds have been accepted by DTC or any alternative clearing system (as appropriate) for clearing and settlement on such system, as appropriate;

- (e) in the case of Covered Bonds which are to be listed on a Stock Exchange, such Stock Exchange and/or relevant authority or authorities having agreed to list the relevant Covered Bonds or admit the Covered Bonds to trading, as the case may be, subject only to their issue;
- (f) in relation to any Tranche of Covered Bonds, the Relevant Dealer(s) shall have received on the Issue Date a certificate, dated the Issue Date and signed by an authorised officer of BNS, in their capacity as such officer only, to the effect set forth in Section 2.03(b) above and to the effect that the representations and warranties of BNS contained in this Agreement are true and correct as of the Issue Date and that BNS has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the Issue Date. The officer signing and delivering such certificate may rely upon the best of his or her knowledge as to actions, proceedings or investigations threatened;
- (g) in relation to any Tranche of Covered Bonds, the Relevant Dealer(s) shall have received on the Issue Date a certificate, dated the Issue Date and signed by an authorised officer of the Managing GP on behalf of the Guarantor, in their capacity as such officer only, to the effect that the representations and warranties of the Guarantor contained in this Agreement are true and correct as of the Issue Date and that the Guarantor has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the Issue Date.

The officer signing and delivering such certificate may rely upon the best of his or her knowledge as to actions, proceedings or investigations threatened;

- (h) in relation to any Tranche of Covered Bonds, the Relevant Dealer(s) shall have received on the Issue Date a certificate, dated the Issue Date and signed by an authorised officer of BNS, in their capacity as such officer only, to the effect that, other than as set forth in the Offering Document, to his or her knowledge, there is no action, proceeding or investigation pending or threatened by or against BNS or any of its Significant Subsidiaries, at law or in equity, before or by any federal, provincial, state, municipal or other governmental department, commission, board or agency, domestic or foreign, which questions the validity of the issuance of the Covered Bonds or of any action taken or to be taken by BNS pursuant to this Agreement or in connection with the issuance of the Covered Bonds.

The officer signing and delivering such certificate may rely upon the best of his or her knowledge as to actions, proceedings or investigations threatened;

- (i) in relation to any Tranche of Covered Bonds, the Relevant Dealer(s) shall have received on the Issue Date a certificate, dated the Issue Date and signed by an authorised officer of the Managing GP on behalf of the Guarantor, in their capacity as such officer only, to the effect that, other than as set forth in the Offering Document, to his or her knowledge, there is no action, proceeding or investigation pending or threatened by or against the Guarantor, at law or in

equity, before or by any federal, provincial, state, municipal or other governmental department, commission, board or agency, domestic or foreign, which questions the validity of the issuance of the Securities or of any action taken or to be taken by the Guarantor pursuant to this Agreement or in connection with the issuance of the Covered Bonds.

The officer signing and delivering such certificate may rely upon the best of his or her knowledge as to actions, proceedings or investigations threatened;

- (j) in relation to any Tranche of Covered Bonds, the Relevant Dealer(s) shall have received on the Issue Date opinions of Osler, Hoskin & Harcourt LLP, Canadian counsel for BNS, dated the Issue Date, in form and substance satisfactory to the Relevant Dealer(s). Osler, Hoskin & Harcourt LLP, as Canadian counsel for BNS, may limit their opinion to matters arising under the laws of the Province of Ontario and the federal laws of Canada applicable therein;
- (k) in relation to any Tranche of Covered Bonds, the Relevant Dealer(s) shall have received on the Issue Date an opinion of Norton Rose Fulbright LLP, counsel for BNS, dated the Issue Date, in form and substance satisfactory to the Relevant Dealer(s). Norton Rose Fulbright LLP, as counsel for BNS, may limit their opinion to matters arising under the laws of the State of New York and the federal laws of the United States of America and/or English law, as applicable.

The opinions of counsel for BNS described in paragraphs (j) and (k) above shall be rendered to the Dealers at the request of BNS and shall so state therein;

- (l) in relation to any Tranche of Covered Bonds, the Relevant Dealer(s) shall have received on the Issue Date an opinion of Mayer Brown LLP, counsel for the Dealers, dated the Issue Date, with respect to the issuance and sale of the Covered Bonds, the Trust Deed, the Prospectus as amended or supplemented, if applicable, and other related matters as the Relevant Dealer(s) may reasonably require. Mayer Brown LLP may limit their opinion to matters arising under the laws of the State of New York and the federal laws of the United States of America and/or English law, as applicable;
- (m) in relation to any Tranche of Covered Bonds, the Relevant Dealer(s) shall have received on the Issue Date opinions of local Canadian counsel for BNS and the Guarantor, dated the Issue Date, in form and substance satisfactory to the Relevant Dealer(s) with respect to matters relating to loan documents used to originate loans in the Portfolio and the perfection of a security interest in the assets of the Portfolio, if applicable;
- (n) the Relevant Dealer(s) shall have received, on the Issue Date in relation to any Tranche of Covered Bonds a letter dated the Issue Date, and, if requested by the Relevant Dealer(s) in the case of Rule 144A Covered Bonds, a letter dated on the date of the relevant Subscription Agreement, in form and substance satisfactory to the Relevant Dealer(s), from KPMG LLP, chartered accountants, containing

statements and information of the type ordinarily included in accountants' "comfort letters" to Dealers with respect to the financial statements and certain financial information contained in the Time of Sale Information, as applicable, and the Prospectus, as amended or supplemented, if applicable;

- (o) in relation to any Tranche of Covered Bonds, the Relevant Dealer(s) shall have received, on the Issue Date, in form and substance reasonably satisfactory to the Relevant Dealer(s), from KPMG LLP, chartered accountants, an "agreed upon procedures letter" with respect to the Auditor's review of certain assets comprising the Portfolio; *provided, however*, that if the Relevant Dealer(s) reasonably believe that the assets comprising the Portfolio have changed materially since the date of such letter that was last furnished to BNS, the Relevant Dealer(s) may request that BNS procure that KPMG LLP update the procedures undertaken in such letter and provide an updated letter to the Dealers;
- (p) the CMHC Registration shall be effective; no deregistration of the CMHC Registration has occurred or is pending, and no proceeding for that purpose has been initiated or requested by BNS, CMHC or any other person or entity, or, to the knowledge of BNS, threatened by CMHC; the Offering Document and other notifications, reports or other documents shall have been timely filed with CMHC under the Guide or the NHA; and all requests by CMHC, if any, for additional information shall have been complied with to the reasonable satisfaction of the Dealers;
- (q) no meeting of the holders of Covered Bonds (or any of them), called to consider matters which might, in the opinion of the Relevant Dealer(s), be material in the context of the proposed issue and purchase of the Covered Bonds, having been duly convened but not yet held or, if held but adjourned, the adjourned meeting having not been held and the Issuer not being aware of any circumstances which are likely to lead to the convening of such a meeting;
- (r) the forms of the Final Terms Document, the applicable Global Covered Bonds, Covered Bonds in definitive form and Receipts, Coupons or Talons (each as applicable) in relation to the relevant Tranche and the relevant settlement procedures having been agreed by the Issuer, the Relevant Dealer(s), the Bond Trustee and the Principal Paying Agent and, if applicable, the Registrar;
- (s) in respect of the currency in which the Covered Bonds are to be denominated, such currency being accepted for settlement by Euroclear and Clearstream, Luxembourg and, where relevant, DTC;
- (t) as applicable, the delivery to the Registrar as custodian of the Regulation S Global Covered Bond and/or the Rule 144A Global Covered Bond representing the relevant Registered Covered Bonds and/or the delivery to the Common Depository or, as the case may be, a Common Safekeeper of the Temporary Bearer Global Covered Bond and/or the Permanent Bearer Global Covered Bond

representing the relevant Bearer Covered Bonds, in each case as provided in the Agency Agreement;

- (u) in the case of Covered Bonds that are NGCBs, that the Principal Paying Agent makes or has made the actual instruction to the Common Safekeeper to effectuate each relevant NGCB under the Program, and that there has been no variation to the election of the Common Safekeeper under Section 2.8 of the Agency Agreement;
- (v) the Guarantor, the Bond Trustee and the Covered Bond Swap Provider on the Issue Date entering into a Covered Bond Swap Agreement in relation to the relevant Covered Bonds;
- (w) in the case of Covered Bonds which are intended to be admitted to trading on a Regulated Market or offered to the public in a Relevant State in circumstances which would require the publication of a prospectus pursuant to the Prospectus Regulation:
 - (i) the Specified Denominations being €100,000 or more;
 - (ii) the Prospectus having been approved as a base prospectus by the FCA, and it having been published in accordance with Article 21 of the Prospectus Regulation; and
 - (iii) either (A) there being no significant new factor, material mistake or material inaccuracy relating to the information included in the Prospectus that may affect the assessment of the Covered Bonds which are intended to be listed or (B) if there is such a significant new factor, material mistake or material inaccuracy, a supplement to the Prospectus in relation to the issue having been prepared and published in accordance with the Prospectus Regulation;
- (x) in the case of Exempt Covered Bonds to be listed on the ISM or another Stock Exchange:
 - (i) the relevant Final Terms Document having been approved by the relevant competent authority or Stock Exchange (or, in relation to the ISM, the London Stock Exchange having confirmed it has no further comments) and the Final Terms Document having been published in accordance with the ISM Rulebook or the rules and regulations of such other Stock Exchange; and
 - (ii) either (A) there being no significant new factor, material mistake or material inaccuracy relating to the information included in the relevant Final Terms Document that may affect the assessment of the Exempt Covered Bonds which are intended to be listed or (B) if there is such a significant new factor, material mistake or material inaccuracy, a

supplement to the relevant Final Terms Document in relation to the issue having been prepared and, in respect of Exempt Covered Bonds, the London Stock Exchange having confirmed it has no further comments thereon or such other Competent Authority or Stock Exchange having approved such supplement or the relevant Competent Authority or Stock Exchange having approved such new Offering Document and such supplement or new Final Terms Document having been published in accordance with ISM Rulebook or the rules of such other Stock Exchange;

- (y) the Dealers shall have received a copy of each opinion provided to any Rating Agency in connection with their rating of the Covered Bonds, each of which shall state therein that the Dealers may rely thereon, in form and substance reasonably satisfactory to the Dealers provided that such form does not contradict the requirements of the Ratings Agencies;
- (z) there having been, since the date of the applicable Subscription Agreement, no
 - (i) suspension or material limitation in trading in securities generally on the New York Stock Exchange, on the Toronto Stock Exchange or on the London Stock Exchange;
 - (ii) suspension or material limitation in trading in BNS' securities on the New York Stock Exchange, the Toronto Stock Exchange or the London Stock Exchange;
 - (iii) general moratorium on commercial banking activities declared by either United States, New York or European authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States or Europe;
 - (iv) outbreak or escalation of hostilities involving the United States or Europe or the declaration by the United States or Europe of a national emergency or war; or
 - (v) occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States, Europe or elsewhere, if the effect of any such event specified in clause (iv) or (v) in the Relevant Dealer(s)' judgment makes it impracticable or inadvisable to proceed with the offering or the delivery of the Covered Bonds on the terms and in the manner contemplated in the Time of Sale Information or the Prospectus;
- (aa) the agreement by the Issuer, the Guarantor and the Relevant Dealer(s) to the terms of the applicable Final Terms Document, the execution thereof by the Issuer and the Guarantor and the delivery thereof to the Dealers;
- (bb) the Relevant Dealer(s) being satisfied that all authorisations, consents, approvals, filings and registrations, if any, required in connection with the issuance of the Covered Bonds have been obtained and are in full force and effect;
- (cc) any calculations or determinations which are required by the Terms and Conditions of the Covered Bonds to be made prior to the Issue Date of the Covered Bonds having been duly made; and
- (dd) in the case of Covered Bonds which are intended to be listed on a Regulated Market (other than the London Stock Exchange's Market) (i) before the end of the UK's Brexit transition period, the competent authority of each Relevant State

having been notified in accordance with the procedures set out in Articles 25 of the Prospectus Regulation and all requirements under this Article having been satisfied or (ii) after the end of the UK's Brexit transition period, a new Prospectus having been approved by the relevant competent authority in the EEA.

- 2.04** The Relevant Dealer or Relevant Dealers, on behalf of itself or themselves only or, as the case may be, the other Dealer(s) party to the Subscription Agreement in question, may, in its absolute discretion, waive any of the conditions contemplated in Section 2.03 (other than the condition contained in paragraph (b) of Section 2.03 so far as it relates to the conditions precedent contained in Sections 2.03(c), (f), (g), (h), (i), (j), (k), (l) (w) and (x)) in writing to the Issuer in so far only as they relate to an issue of Covered Bonds by the Issuer to such Dealer(s) and any condition so waived shall be deemed to have been satisfied as regards such Dealer(s) alone and only for the purposes specified in such waiver. If any of such conditions are not satisfied or waived by the Relevant Dealer(s) on or before the Issue Date of any relevant Tranche, the Relevant Dealer(s) shall be entitled to terminate the Subscription Agreement and, in that event, the parties to such Subscription Agreement shall be released and discharged from their respective obligations thereunder (except for any rights or liabilities which may have arisen pursuant to Section 3, Section 4 and Section 7 of this Agreement or have been incurred prior to or in connection with such termination or any liability of the Issuer or the Guarantor under the terms of the Subscription Agreement for the expenses of the Dealer(s) party to such Subscription Agreement which shall survive such termination).
- 2.05** The Dealer or Dealers (if any) named as the stabilising manager(s) (the “**Stabilising Manager(s)**”) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms Document may over-allot Covered Bonds or effect transactions with a view to supporting the market price of the Covered Bonds at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Covered Bonds is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the Issue Date of the relevant Tranche of Covered Bonds and 60 days after the date of the allotment of the relevant Tranche of Covered Bonds. In carrying out such stabilisation action, such Stabilising Manager(s) shall act for itself and not as agent for the Issuer or the Guarantor and is authorised by the Issuer and the Guarantor to make all appropriate disclosure and to give all required notices in relation to any such action. Any loss or profit sustained as a consequence of any such over allotment or stabilising activity shall be for the account of such Stabilising Manager(s). Any such stabilisation action or over-allotment shall be conducted by the relevant Stabilising Manager(s) (or person acting on their behalf) in accordance with applicable laws and rules.
- 2.06** The Dealers acknowledge that the Issuer may sell Covered Bonds issued under the Program to institutions that do not become Dealers pursuant to Section 9 of this Agreement. The Issuer hereby undertakes to each of the Dealers that it will, in relation to any such sales, comply with the provisions of Schedule 1 hereto as if it were a Dealer.

- 2.07** Each Dealer agrees that further Covered Bonds of the same Series may be issued in subsequent Tranches at different Issue Prices and on different Issue Dates.
- 2.08** In connection with the offer and sale of Rule 144A Covered Bonds, except as otherwise provided below, the Issuer shall prepare a Pricing Supplement at or prior to the Applicable Time (as defined below), which includes such pricing and other necessary information (including, without limitation and if appropriate, financial or other disclosure relating to the Issuer and the Guarantor) substantially in the form of Part II of Schedule 6. Whenever a Subscription Agreement is entered into in connection with a specific sale of Rule 144A Covered Bonds, the related Pricing Supplement shall be attached, or shall be deemed to be attached, thereto. Pricing and other information will also (or alternatively, if the Final Terms Document is provided prior to the Time of Sale, as contemplated by Section 2.10 below) be set forth in the Final Terms Document or in such other form as may be approved at that time by the London Stock Exchange or other applicable stock exchange. Whenever a Subscription Agreement is entered into in connection with a specific sale of Covered Bonds in the United States, the related Final Terms Document may, but need not be, attached thereto.
- 2.09** The “**Applicable Time**” shall be a time prior to the Time of Sale (as defined below) such that the Dealer(s) can convey the Pricing Supplement of the Covered Bonds to the purchasers thereof at or prior to the Time of Sale.
- 2.10** Except as otherwise provided herein: (i) in the case of the offer and sale of Covered Bonds in the United States, subject to satisfaction of Section 2.08 above, any Pricing Supplement (together with the Prospectus, the “**Time of Sale Information**”) will be made available by the applicable Dealer(s), or will be otherwise conveyed to the purchasers of such Covered Bonds, at or prior to the Applicable Time and (ii) in each case the Final Terms Document together with the Prospectus (collectively, together with any Marketing Materials, including any Investor Presentation, the “**Disclosure Documents**”) will (unless otherwise required by applicable law) be made available for inspection by purchasers of such Covered Bonds on or prior to the relevant Issue Date relating to such Covered Bonds. In the event any such Final Terms Document is provided at or prior to the Issue Date, the applicable Dealer(s) will make such Final Terms Document available to purchasers of the Covered Bonds at or prior to the Issue Date. As used herein, the term “**Time of Sale**” shall be the time specified in the relevant Subscription Agreement or as may otherwise be agreed between the parties. The Dealers agree that sales of Covered Bonds in the United States shall not be consummated by the applicable Dealer(s) with their customers prior to the Time of Sale.
- 2.11** It is agreed by the parties hereto that none of BNS, the Guarantor or any Dealer(s) shall directly communicate to proposed purchasers of Covered Bonds in the United States any offering materials (which, for the avoidance of doubt, shall not include Bloomberg and other routine communications by a Dealer to prospective purchasers in connection with a new issue) other than the Disclosure Documents, without prior notification to and written approval from such other party or parties.

- 2.12** The Issuer and the Guarantor acknowledge and agree that in connection with the sale of the Covered Bonds to any Dealer(s) or any other services any Dealer(s) may be deemed to be providing hereunder, notwithstanding any pre-existing relationship, advisory or otherwise, between the parties or any oral representations or assurances previously or subsequently made by any Dealer(s): (i) no fiduciary relationship exists between the Issuer and the Guarantor, on the one hand, and the Dealer(s), on the other; (ii) the relationship between the Issuer or the Guarantor on the one hand, and any Dealer(s), on the other, is entirely and solely commercial and based on arm's-length negotiations; (iii) any duties and obligations that any Dealer(s) may have to the Issuer and the Guarantor shall be limited to those duties and obligations specifically stated herein; (iv) the Dealers and their respective affiliates may have interests that differ from those of the Issuer and the Guarantor; and (v) the Dealers have not provided any legal, accounting, regulatory and tax advice with respect to the transactions contemplated by this Agreement and the Issuer and the Guarantor have consulted with their own legal, accounting, regulatory and tax advisors to the extent they deemed appropriate.
- 2.13** Certain further timing and other procedures relating to the issue and subscription of the Covered Bonds held by a Common Depositary or a Common Safekeeper and related matters are set out in Schedule 8 hereto, which may be amended from time to time as agreed between the Issuer and the Relevant Dealer(s).

Section 3. Representations, Warranties and Undertakings by BNS and the Guarantor

- 3.01** The following representations and warranties are made by BNS to the Dealers and the Arrangers on the date hereof and shall be deemed to be repeated on each date on which the Prospectus is amended, supplemented, updated and/or replaced, on each date upon which the Authorised Amount is increased and, in respect of each Tranche to be issued and purchased or, as the case may be, subscribed for, on the date on which the Subscription Agreement is made, at the Time of Sale, in the case of Rule 144A Covered Bonds, and on the Issue Date of such Tranche, in each case, with reference to the facts and circumstances then subsisting:
- (a) BNS has been duly organised and is validly existing as a bank listed on Schedule I to the Bank Act, is duly qualified to carry on its business in each jurisdiction in which the conduct of its business or the ownership, leasing or operation of its property and assets requires such qualification except to the extent that the failure to so qualify would not have a material adverse effect on the condition, financial or otherwise, or the results of operations, business affairs or business prospects of BNS and its subsidiaries, taken as a whole (a "**Material Adverse Effect**"), and has all requisite power and authority (corporate and other) to conduct its businesses and to own, lease and operate its properties and assets as described in the Prospectus or Time of Sale Information, as applicable, except where failure to do so would not reasonably be expected to have a Material Adverse Effect, and to execute, deliver and perform its obligations under this Agreement and to issue, sell and deliver the Covered Bonds;

- (b) each “significant subsidiary” (as defined in Rule 1-02(w) of Regulation S-X under the Securities Act) (the “**Significant Subsidiaries**”) of BNS has been duly incorporated and is validly existing under the laws of the relevant jurisdiction and each Significant Subsidiary is duly qualified to carry on its business in each jurisdiction in which the conduct of its business or the ownership, leasing or operation of its property and assets requires such qualification, except where the failure to be so qualified would not have a Material Adverse Effect, and has all requisite power and authority (corporate and other) to conduct its business and to own, lease and operate its properties and assets as described in the Prospectus or Time of Sale Information, as applicable, except where failure to do so would not reasonably be expected to have a Material Adverse Effect;
- (c) each of BNS and its Significant Subsidiaries has conducted and is conducting its business in compliance in all respects with all applicable laws, rules and regulations of each jurisdiction in which its business is carried on and holds all licenses, permits, approvals, consents, certificates, registrations and authorisations (whether governmental, regulatory or otherwise) from the relevant regulatory or governmental authority in all such jurisdictions in which BNS or its Significant Subsidiaries conduct business, to enable its business to be carried on as now conducted and its property and assets to be owned, leased and operated, except in each case where the failure to be in such compliance or to hold such license, permit, approval, consent, certificate, registration or authorisation would not have a Material Adverse Effect; and all such licenses, permits, approvals, consents, certificates, registrations and authorisations are in good standing and in effect, except where the failure to be in good standing or in effect would not have a Material Adverse Effect, and none of the same contains any term, provision, condition or limitation which will have a Material Adverse Effect;
- (d) this Agreement, the Trust Deed, the Agency Agreement, the Mortgage Sale Agreement and the other Transaction Documents to which BNS is a party have been duly authorised by BNS and, when executed and delivered by BNS and assuming the due authorisation, execution and delivery thereof by the other parties to such documents will constitute valid, legal and binding obligations of BNS, each enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization or similar laws affecting creditors’ rights generally and general principles of equity and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction and, in respect of each Tranche agreed as contemplated herein to be issued and purchased or, as the case may be, subscribed for, the Subscription Agreement in respect of such Covered Bonds, will be duly authorised, executed and delivered by BNS and assuming the due authorisation, execution and delivery thereof by the other parties to the Subscription Agreement will constitute the valid, legal and binding obligation of BNS, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization or similar laws affecting creditors’ rights generally

and general principles of equity and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction;

- (e) in respect of each Tranche agreed as contemplated herein to be issued and purchased or, as the case may be, subscribed for, the Covered Bonds have been duly authorised by BNS and, when executed and authenticated, in accordance with the provisions of the Trust Deed and delivered to and paid for by the Dealers in accordance with the terms of this Agreement, will constitute valid and binding obligations of BNS, enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization or similar laws affecting creditors' rights generally and general principles of equity and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction, and the Covered Bonds will be entitled to the benefits of the Trust Deed;
- (f) all actions or things required to be taken, fulfilled or done (including without limitation the obtaining of any consent or licence or the making of any filing or registration) by BNS for or in connection with the execution and delivery of this Agreement, the Trust Deed, the Agency Agreement (except in respect of registrations or notices of Transaction Documents in any land registry office or under any land registry statutes as stipulated in the Transaction Documents and the CMHC Registration (as defined below)), the Mortgage Sale Agreement and the other Transaction Documents and, in respect of each Tranche, agreed as contemplated herein to be issued and purchased or, as the case may be, subscribed for, the issue and sale of the Covered Bonds and the entering into and, where relevant, execution and delivery of the Subscription Agreement and the performance by BNS of the obligations expressed to be undertaken by it herein and therein and the distribution of the Disclosure Documents and (in respect of each Tranche agreed as contemplated herein to be issued and purchased or, as the case may be, subscribed) the relevant Final Terms Document in accordance with the provisions set out in Schedule 1 hereto, either have been taken, fulfilled, done or obtained and are in full force and effect or will, on the relevant Issue Date, have been taken, fulfilled, done or obtained and will, on such Issue Date, be in full force and effect;
- (g) on or before the Issue Date, all actions required to be taken by or on behalf of BNS, including the passing of all requisite resolutions of its directors, will have occurred so as to validly authorise, issue and sell the Covered Bonds as contemplated by this Agreement, and duly, punctually and faithfully perform all the obligations to be performed by it under this Agreement;
- (h) the execution and delivery by BNS of this Agreement, the Trust Deed, the Agency Agreement, the Mortgage Sale Agreement, the other Transaction Documents to which BNS is a party and, in respect of each Tranche to be issued and purchased or, as the case may be, subscribed for, the entry into and, where

relevant, execution and delivery of the Subscription Agreement and the issue and sale of the relevant Covered Bonds and the performance of its obligations herein and therein contemplated and compliance with their terms, do not and will not result in a breach of or default under, and will not create a state of facts which, after notice or lapse of time or both, will result in a breach or default under, and will not conflict with:

- (i) any of the terms, conditions or provisions of the Bank Act or the by-laws of BNS or the CMHC Registration Requirements;
 - (ii) any license, permit, approval, consent, certificate, registration or authorisation (whether governmental, regulatory or otherwise) issued to BNS or any Significant Subsidiary or any agreement, indenture, lease, document or instrument to which BNS or any Significant Subsidiary is a party or by which it is contractually bound in the case of Rule 144A Covered Bonds at the Time of Sale and in the case of all Covered Bonds as of the Issue Date, except for breaches or violations which would not have a Material Adverse Effect; or
 - (iii) any statute, regulation or rule applicable to BNS or any Significant Subsidiary, or any judgment, order or decree of any governmental body, agency or court having jurisdiction over BNS or any Significant Subsidiary, except for breaches or violations which would not have a Material Adverse Effect;
- (i) no consent, approval, authorisation or order of, or qualification with, any relevant regulatory or governmental authority having jurisdiction over BNS or any of its subsidiaries or any of their properties (“**Governmental Authorisation**”) is required in connection with the issuance and sale of the Covered Bonds or the consummation by BNS of the transactions contemplated by this Agreement, the Agency Agreement, the Mortgage Sale Agreement, the other Transaction Documents to which BNS is a party, except such as have been, or will have been prior to the Issue Date, obtained under the laws of the provinces and territories of Canada, the Securities Act and such Governmental Authorisations as may be required under state securities or blue sky laws in connection with the purchase and distribution of the Covered Bonds by the Dealers;
 - (j) BNS has not filed any confidential material change report with any of the applicable Canadian securities commissions or similar regulatory authorities, the Toronto Stock Exchange, the New York Stock Exchange or any other self-regulatory authority which remains confidential;
 - (k) each of the Prospectus, Transaction Documents and Final Terms Document comply in form, substance and content to the applicable rules and regulations of the CMHC and Part I.1 of the NHA and, in particular, contain all the information required under the Guide;

- (l) BNS has provided the CMHC and such other relevant authorities with all relevant documents and information required by the CMHC Registration Requirements or by such authorities in connection therewith;
- (m) BNS was registered on July 22, 2013, and is registered, as a registered issuer in the Registry and the Program was registered on July 22, 2013, and is registered, in the Registry (collectively, the “**CMHC Registration**”). No deregistration of the CMHC Registration or any post-effective amendment thereto has occurred or is pending, and no proceeding for that purpose or related to the offering of the Covered Bonds has been initiated or requested by either the Issuer or CMHC or, to the knowledge of the Issuer, threatened by CMHC;
- (n) BNS is in material compliance with all of its CMHC Registration Requirements and its right to issue Covered Bonds under the Program has not been suspended by CMHC;
- (o) all amounts payable by BNS in respect of the relevant Covered Bonds, the Agency Agreement and under this Agreement or any Relevant Agreement in relation to each Tranche agreed as contemplated herein to be issued and purchased or, as the case may be, subscribed for may be made free and clear of and without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Canada, any province or territory thereof having power to tax or of the country in which the relevant branch of BNS is located or any political sub-division thereof or authority or agency therein or thereof having power to tax, except, in the case of the relevant Covered Bonds, as provided in Condition 7(a) to (d) and provided that such amounts are not payable under this Agreement or any Relevant Agreement in respect of services rendered by a Dealer in Canada;
- (p) there are no stamp, documentary or similar issue or transfer taxes or duties payable within the Province of Ontario or Canada on or in connection with the execution, delivery or performance of this Agreement, the Trust Deed, the Transaction Documents, any Subscription Agreement, the Agency Agreement, the Trust Deed, the issuance of the Covered Bonds or in connection with the execution, delivery and performance of the Trust Deed save in the circumstances described in Condition 7(a) and (e) and save to the extent that harmonized sales tax or similar taxes may be payable in respect of a fee paid to an investment dealer or other person for certain advisory services performed in Canada;
- (q) all of the issued shares of capital stock of each Significant Subsidiary are validly authorised, issued and outstanding, are fully paid and non-assessable and are owned directly or indirectly by BNS, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever;

- (f) (i) the relevant Offering Document contains all information that is material in the context of the issue and offering of the Covered Bonds (including all information required by applicable laws and the information that, according to the particular nature of BNS, the Covered Bonds, the Covered Bond Portfolio and the Program, is necessary information that is material to enable investors and their investment advisers to make an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Issuer, the rights attaching to the Covered Bonds, the reasons for the offer and its impact on BNS), (ii) the statements contained in the relevant Offering Document are in every material particular true and accurate and not misleading, (iii) each of the Time of Sale Information, as applicable, and the Marketing Materials, if any, including any Investor Presentation, as of the Time of Sale did not, and at all times subsequent thereto through the Issue Date of the Covered Bonds will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading and all reasonable enquiries have been made to verify the foregoing, (iv) the Offering Document as of the date of the Final Terms Document did not, and at all times subsequent thereto through the Issue Date of the Covered Bonds will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading and all reasonable enquiries have been made to verify the foregoing, (v) the opinions and intentions expressed in it with regard to BNS are honestly held and are based on reasonable assumptions, (vi) there are no other facts in relation to BNS, the Covered Bonds, the Covered Bond Portfolio or the Program, the omission of which would, in the context of the issue and offering of the Covered Bonds, make any statement in the relevant Offering Document misleading in any material respect and (vii) the relevant Offering Document otherwise complies with, and has been published as required by the Prospectus Regulation or the ISM Rulebook, if applicable;
- (s) each of the representations and warranties of BNS in the Mortgage Sale Agreement (other than those for which remedy of repurchase or substitution is available) and in the other Transaction Documents to which it is a party is true and correct in all material respects as of the date it is expressed to be made;
- (t) the consolidated financial statements of BNS incorporated by reference in the Prospectus, together with the related schedules and notes, present fairly in all material respects the consolidated statements of financial position of BNS and its subsidiaries at the dates indicated and the consolidated statements of income, comprehensive income, changes in equity and cash flows of BNS and its subsidiaries for the period specified, and such consolidated financial statements, together with the related schedules and notes, have been prepared in conformity with IFRS as published by the IASB, including the accounting requirements of the Office of the Superintendent of Financial Institutions (Canada), consistently applied throughout the periods involved, except as disclosed therein;

- (u) there has not occurred any material adverse change, or any development involving a prospective material adverse change, in the condition, financial or otherwise, or in the earnings, business or operations of BNS and its subsidiaries, taken as a whole, from that set forth in the Prospectus and Time of Sale Information, as applicable;
- (v) there is no action, suit, proceeding, inquiry or investigation before or brought by any court or any federal, provincial, state, municipal or other governmental department, commission, board, agency or body, domestic or foreign, now pending, or, to the knowledge of BNS, threatened against or affecting BNS or any of its subsidiaries (i) other than proceedings described in all material respects in the Offering Document or Time of Sale Information and proceedings that would not have a Material Adverse Effect or a material adverse effect on the power or ability of BNS to perform its obligations under this Agreement, the Trust Deed or the Covered Bonds or to consummate the transactions contemplated by the Offering Document or Time of Sale Information, as applicable, or (ii) that is required to be described in the Offering Document and is not so described;
- (w) except as disclosed in the Prospectus or Time of Sale Information, as applicable, there are no contracts, agreements or understandings between BNS and any person that would give rise to a valid claim against BNS or any Dealer for a brokerage commission, finder's fee or other like payment in connection with the offering of the Covered Bonds contemplated hereunder;
- (x) except as set forth in the Offering Document or Time of Sale Information, as applicable, neither BNS nor any of its subsidiaries is a party to any contract with or other undertaking to, or is subject to any governmental order by, or is a recipient of any presently applicable supervisory letter or other written communication of any kind from, any governmental authority which has had or reasonably would be expected to have a Material Adverse Effect;
- (y) there exists no event or circumstance which is or may with the passing of time, the giving of notice, the making of any determination, or any combination thereof constitute, an Issuer Event of Default (as defined in the Terms and Conditions) in relation to any outstanding Covered Bond;
- (z) as of the Issue Date of any Tranche (after giving effect to the issue of such Covered Bonds and of any other Covered Bonds to be issued, and to the redemption of any Covered Bonds to be redeemed, on or prior to such Issue Date), the aggregate principal amount of outstanding (as defined in the Agency Agreement and expressed in United States dollars in accordance with Section 3.06 below) Covered Bonds issued under the Program will not exceed the Authorised Amount and the aggregate principal amount of all outstanding securities issued will not exceed any limits on the authorised amount of outstanding securities established by the Office of the Superintendent of Financial Institutions (Canada);

- (aa) neither BNS nor any of its respective “affiliates” (as defined in Rule 405 under the Securities Act), nor any persons acting on its behalf (which, for the avoidance of doubt, shall not include any Dealer), have engaged or will engage in any “directed selling efforts” (as defined in Regulation S) with respect to the Covered Bonds and each of them has complied or will comply with the offering restriction requirement of Regulation S (to the extent applicable) and has implemented or will implement the necessary offering restrictions in connection therewith (to the extent applicable);
- (bb) neither BNS nor any of its respective “affiliates” (as defined in Rule 501(b) of Regulation D), or any person acting on behalf of any of them (which, for the avoidance of doubt, shall not include any Dealer), (i) has made offers or sales of any security, or solicited offers to buy, or otherwise negotiated in respect of, any security, under circumstances that would require the registration of the Covered Bonds under the Securities Act; or (ii) has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with any offer or sale of the Covered Bonds in the United States;
- (cc) none of the Covered Bonds are of the same class (within the meaning of Rule 144A) as securities listed on any national securities exchange registered under Section 6 of the Exchange Act or quoted in a U.S. automated inter-dealer quotation system (as such term is used in Rule 144A);
- (dd) BNS has not offered or sold, within the six months preceding any issue of Covered Bonds, any security of the same or a similar class as such Covered Bonds (excluding for greater certainty the issuance of Registered Covered Bonds) under circumstances that would require registration of such Covered Bonds under the Securities Act;
- (ee) BNS is not, and after giving effect to the offering and sale of the Covered Bonds, and the application of the proceeds thereof as described in the Prospectus and Time of Sale Information, as applicable, will not be, required to register as an “investment company” as such term is defined in, the Investment Company Act;
- (ff) BNS is a “foreign issuer” (as such term is defined in Regulation S);
- (gg) neither BNS, nor any of its affiliates (as defined in Rule 501(b) of Regulation D), nor any person (other than the Dealers) acting on behalf of any of them has taken or will take, directly or indirectly, any action designed to cause or to result in, or that has constituted or which might reasonably be expected to cause or result in, the stabilisation in violation of applicable laws or manipulation of the price of any security to facilitate the sale or resale of the Covered Bonds;
- (hh) that in relation to each Tranche of Covered Bonds for which a Dealer is named as a Stabilising Manager in the applicable Final Terms Document, it has not issued and will not issue, without the prior consent of that Dealer, any press or other public announcement referring to the proposed issue of Covered Bonds unless the

announcement adequately discloses that stabilising action may take place in relation to the Covered Bonds to be issued and, where stabilising actions are to be undertaken in accordance with the Buy Back and Stabilisation Regulation, the Issuer authorises such Dealer, or in the case of more than one Stabilising Manager, the coordinating Stabilising Manager, to make all appropriate disclosure in relation to stabilisation instead of the Issuer, if so agreed between the Issuer and the Dealer, and to act as central point responsible for handling any request from a competent authority, in each case as required by Article 6(5) of the Buy Back and Stabilisation Regulation;

- (ii) none of BNS, any of its subsidiaries or, to the knowledge of BNS, any director, officer, agent or employee of BNS or any of its subsidiaries is an individual or entity (“**Person**”) that is currently the subject of any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or other relevant sanctions authority (the “**Sanctions**”); BNS and its subsidiaries have instituted and maintain policies and procedures (which, for the avoidance of doubt, also apply to the Guarantor) designed to ensure compliance with Sanctions, including with respect to any businesses in any country or territory that is the subject of Sanctions; and BNS will not directly or indirectly use the proceeds of the offering of the Covered Bonds, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person, to fund activities of or business with any Person, or in any country or territory, that at the time of such funding or facilitation, is the subject of Sanctions, or in a manner that would otherwise cause any Person (including any Person involved in or facilitating the offering of the Covered Bonds, whether as underwriter, advisor, or otherwise) to violate any Sanctions; provided, that each Dealer agrees and confirms that the representations contained in this Section 3.01(ii) are not given (a) to any Dealer incorporated under German law in the Federal Republic of Germany in so far as it would result in a violation of, or conflict with, Section 7 of the German Foreign Trade Regulation (*Außenwirtschaftsverordnung*) or any similar applicable anti-boycott law or regulation, as amended from time to time and (b) to any Dealer to the extent that those provisions would result in a violation of Council Regulation (EC) 2271/1996 (the “**EU Blocking Regulation**”) and/or any associated and/or applicable national law, instrument or regulation in the European Union which gives effect to and/or imposes penalties in respect of the EU Blocking Regulation, or pursuant to any similar applicable law or regulation in the UK;
- (jj) neither BNS nor any of its subsidiaries nor, to the knowledge of BNS, any director, officer, agent or employee of BNS or of any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Anti-Corruption Laws or the applicable statutes of all jurisdictions to which BNS or its subsidiaries are subject; and BNS and its subsidiaries have conducted their businesses in compliance with the Anti-Corruption Laws and have instituted and maintain policies and procedures designed to ensure continued compliance therewith;

- (kk) the operations of BNS and its subsidiaries are conducted and, to the knowledge of BNS, have been conducted in all material respects in compliance with the applicable anti-money laundering statutes of all jurisdictions to which BNS or its subsidiaries are subject and the rules and regulations thereunder, including the U.S. Bank Secrecy Act, as amended by Title III of the U.S. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act) (collectively, the “**Anti-Money Laundering Laws**”), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving BNS or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of BNS, threatened;
- (ll) BNS has not received notice of any litigation or claim calling into question its title to any Related Security sold to the Guarantor under the Mortgage Sale Agreement or its rights to assign or declare a trust in respect of such Related Security to the Guarantor; and
- (mm) BNS is subject to the reporting obligations under Section 13 or 15(d) of the Exchange Act.

3.02 The following representations and warranties are made by the Guarantor to the Dealers and the Arrangers on the date hereof and shall be deemed to be repeated on each date on which the Prospectus is amended, supplemented, updated and/or replaced, on each date upon which the Authorised Amount is increased and, in respect of each Tranche agreed as contemplated herein to be issued and purchased or, as the case may be, subscribed, on the date on which the Subscription Agreement is made, at the Time of Sale, as applicable, and on the Issue Date of such Tranche, in each case, with reference to the facts and circumstances then subsisting:

- (a) the Guarantor is a limited partnership duly established and validly existing under the *Limited Partnerships Act (Ontario)*, with full power, capacity and authority to own its properties and to conduct its business, and is lawfully qualified to do business in those jurisdictions in which business is conducted by it;
- (b) the Guarantor has full power and capacity to execute and deliver this Agreement, the Trust Deed, the Agency Agreement and the other Transaction Documents to which it is a party and to undertake and to perform the obligations expressed to be assumed by it herein and therein, and has taken all necessary corporate or other action to approve and to authorise the same;
- (c) the Guarantor has been established in accordance with the CMHC Registration Requirements, and has the full power and capacity to undertake and to perform the obligations expressed to be assumed by it therein, and has taken all necessary corporate or other action to approve and to authorise the same;
- (d) the Guarantor is in material compliance with all of the CMHC Registration Requirements applicable to the Guarantor;

- (e) this Agreement, the Trust Deed, the Agency Agreement and the other Transaction Documents to which the Guarantor is a party have been duly authorised, executed and delivered by the Guarantor and assuming the due authorisation, execution and delivery thereof by the other parties to such documents will constitute legal, valid, binding and enforceable obligations of the Guarantor except as to enforcement, bankruptcy, insolvency, reorganization and the laws of general applicability relating to or affecting creditor's rights and to general equity principles and, in respect of each Tranche agreed as contemplated herein to be issued and purchased or, as the case may be, subscribed for, the Subscription Agreement in respect of such Covered Bonds constitutes legal, valid, binding and enforceable obligation of the Guarantor enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization and the laws of general applicability relating to or affecting creditor's rights and to general equity principles, and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction;
- (f) all authorisations, consents, approvals, filings, notifications and registrations required by the Guarantor for or in connection with the execution and delivery of this Agreement and the other Transaction Documents and the performance by the Guarantor of the obligations expressed to be undertaken by it herein and therein and the distribution of the Prospectus and the relevant Pricing Supplement have been obtained and are in full force and effect or, as the case may be, have been effected and in respect of each Tranche agreed as contemplated herein to be issued and purchased or, as the case may be, subscribed for, and the entering into and, where relevant, execution and delivery of the Subscription Agreement and the performance by the Guarantor of the obligations expressed to be undertaken by it herein and therein and the distribution of the relevant Offering Document and (in respect of each Tranche agreed as contemplated herein to be issued and purchased or, as the case may be, subscribed) the relevant Final Terms Document in accordance with the provisions set out in Schedule 1 hereto, either have been obtained and are in full force and effect or will, on the relevant Issue Date, have been obtained and will, on such Issue Date, be in full force and effect;
- (g) all amounts payable by the Guarantor in respect of the relevant Covered Bonds, the Agency Agreement, the Covered Bond Guarantee and under this Agreement or any Relevant Agreement in relation to each Tranche agreed as contemplated herein to be issued and purchased or, as the case may be, subscribed for may be made free and clear of and without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Canada, any province or territory thereof having power to tax or of the country in which the relevant branch of BNS is located or any political sub-division thereof or authority or agency therein or thereof having power to tax, except, in relation to the Covered Bond Guarantee, as provided in Condition 7 and provided that such amounts are not payable under this Agreement or any Relevant Agreement in respect of services rendered by a Dealer in Canada;

- (h) there are no stamp, documentary or similar issue or transfer taxes or duties payable within the Province of Ontario or Canada on or in connection with the execution, delivery or performance of this Agreement, the Trust Deed, the Transaction Documents to which the Guarantor is a party, any Subscription Agreement, the Agency Agreement, the Trust Deed, the issuance of the Covered Bonds or in connection with the execution, delivery and performance of the Trust Deed save in the circumstances described in Condition 7(a) and (e) and save to the extent that harmonized sales tax or similar taxes may be payable in respect of a fee paid to an investment dealer or other person for certain advisory services performed in Canada;
- (i) the execution and delivery of this Agreement, the Trust Deed, the Agency Agreement and the other Transaction Documents to which the Guarantor is a party and the consummation of the transactions herein and therein contemplated and compliance with the terms hereof and thereof do not and will not (A) conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, the *Limited Partnerships Act* (Ontario) or any constitutional documents of the Guarantor, the laws of the Province of Ontario, Canada or (B) violate, conflict with or result in a breach of any terms, conditions or provisions, any indenture, trust deed, mortgage or other agreement or note to which the Guarantor is a party or by which it or any of its assets or properties is bound and which would be material in the context of the issue of the Covered Bonds, or (C) infringe any existing applicable law, rule, regulation, directive (including any relevant implementing measures), judgment, order or decree of Canada or any political subdivisions of the foregoing having jurisdiction over the Guarantor or its assets or properties that would have an adverse material effect on holders of the Covered Bonds;
- (j) (i) the relevant Offering Document contains all information with respect to the Guarantor and the Trust Deed that is material in the context of the issue and offering of the Covered Bonds (including all information required by applicable laws and the information that, according to the particular nature of the Guarantor and the Covered Bonds, is necessary information that is material to enable investors and their investment advisers to make an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Guarantor, and of the rights attaching to the Covered Bonds, (ii) the statements contained in it are in every material particular true and accurate and not misleading, (iii) each of the Time of Sale Information, as applicable, and the Marketing Materials, if any, including any Investor Presentation, as of the Time of Sale did not, and at all times subsequent thereto through the Issue Date of the Covered Bonds will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading and all reasonable enquiries have been made to verify the foregoing, (iv) the relevant Offering Document as of the date of the Final Terms Document, did not, and at all times subsequent thereto through the Issue Date of the Covered Bonds will not, contain

any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading and all reasonable enquiries have been made to verify the foregoing, (v) the opinions and intentions expressed in it with regard to the Guarantor are honestly held and are based on reasonable assumptions, (vi) there are no other facts in relation to the Guarantor or the Trust Deed, the omission of which would, in the context of the issue and offering of the Covered Bonds, make any statement in the relevant Offering Document misleading in any material respect and (vii) the relevant Offering Document otherwise complies with, and has been published as required by the Prospectus Regulation, the ISM Rulebook or the rules of any other relevant Stock Exchange (or segment thereof), if applicable;

- (k) the Guarantor has not engaged in any activities since its establishment other than (A) those incidental to any registration as a limited partnership under the *Limited Partnerships Act (Ontario)* and compliance with the CMHC Registration Requirements; (B) the authorisation and execution of the Transaction Documents to which it is a party; (C) the activities referred to or contemplated in the Transaction Documents or in the Time of Sale Information, as applicable, and the Prospectus; or (D) the activities necessary to hold the Portfolio and its other assets in accordance with the terms of the Transaction Documents;
- (l) there is no action, suit, proceeding, inquiry or investigation before or brought by any court or any federal, provincial, state, municipal or other governmental department, commission, board, agency or body, domestic or foreign, now pending, or, to the knowledge of the Guarantor, threatened against or affecting the Guarantor or any of its subsidiaries (i) other than proceedings described in all material respects in the Offering Document or the Time of Sale Information, as applicable, and proceedings that would not have a Material Adverse Effect or a material adverse effect on the power or ability of the Guarantor to perform its obligations under this Agreement, the Trust Deed or the Covered Bonds or to consummate the transactions contemplated by the Offering Document or the Time of Sale Information, as applicable, or (ii) that is required to be described in the Offering Document and is not so described;
- (m) there exists no event or circumstance which is or may with the passing of time, the giving of notice, the making of any determination, or any combination thereof constitute, an Guarantor Event of Default (as defined in the Terms and Conditions) in relation to any outstanding Covered Bond;
- (n) neither the Guarantor nor any of its respective “affiliates” (as defined in Rule 405 under the Securities Act), nor any persons acting on its behalf (which, for the avoidance of doubt, shall not include any Dealer), have engaged or will engage in any “directed selling efforts” (as defined in Regulation S) with respect to the Covered Bonds and each of them has complied or will comply with the offering restriction requirement of Regulation S (to the extent applicable) and has

implemented or will implement the necessary offering restrictions in connection therewith (to the extent applicable);

- (o) neither the Guarantor nor any of its respective “affiliates” (as defined in Rule 501(b) of Regulation D), or any person acting on behalf of any of them (which, for the avoidance of doubt, shall not include any Dealer), (i) has made offers or sales of any security, or solicited offers to buy, or otherwise negotiated in respect of, any security, under circumstances that would require the registration of the Covered Bonds under the Securities Act; or (ii) has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with any offer or sale of the Covered Bonds in the United States;
- (p) the Guarantor is not, and after giving effect to the offering and sale of the Covered Bonds and the application of the proceeds thereof as described in the Time of Sale Information, as applicable, and the Prospectus, will not be, required to register as an “investment company” under, and as such term is defined in, the Investment Company Act;
- (q) other than as set out in any of the Transaction Documents, there exists no mortgage, lien, pledge or other charge or security interest on or over its assets and other than the Transaction Documents, it has not entered into any material indenture or trust deed;
- (r) subject to the laws of bankruptcy and other laws affecting the rights of creditors generally, its obligations under the Trust Deed and the Transaction Documents to which it is a party will be secured in the manner provided in the Security Agreement;
- (s) none of the Guarantor, any of its subsidiaries or, to the knowledge of the Guarantor, any director, officer, agent or employee of the Guarantor or any of its subsidiaries is a Person that is currently the subject of any Sanctions; and the Guarantor will not directly or indirectly use the proceeds of the offering of the Covered Bonds, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person, to fund activities of or business with any Person, or in any country or territory, that at the time of such funding or facilitation, is the subject of Sanctions, or in a manner that would otherwise cause any Person (including any Person involved in or facilitating the offering of the Covered Bonds, whether as underwriter, advisor, or otherwise) to violate any Sanctions; provided, that each Dealer agrees and confirms that the representations contained in this Section 3.02(s) are not given (a) to any Dealer incorporated under German law in the Federal Republic of Germany in so far as it would result in a violation of, or conflict with, Section 7 of the German Foreign Trade Regulation (*Außenwirtschaftsverordnung*) or any similar applicable anti-boycott law or regulation, as amended from time to time and (b) to any Dealer to the extent that those provisions would result in a violation of Council Regulation (EC) 2271/1996 (the "EU Blocking Regulation") and/or any associated and/or applicable national law, instrument or regulation in the European Union which

gives effect to and/or imposes penalties in respect of the EU Blocking Regulation, or pursuant to any similar applicable law or regulation in the UK;

- (t) neither the Guarantor nor, to the knowledge of the Guarantor, any director, officer, agent or employee of the Guarantor or of any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Anti-Corruption Laws or the applicable statutes of all jurisdictions to which the Guarantor is subject; and the Guarantor has conducted its businesses in compliance with the Anti-Corruption Laws and have instituted and maintain policies and procedures designed to ensure continued compliance therewith;
- (u) the operations of the Guarantor are conducted and, to the knowledge of the Guarantor, have been conducted in all material respects in compliance with the Anti-Money Laundering Laws, and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Guarantor with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Guarantor, threatened; and
- (v) each of the representations and warranties of Guarantor in the Transaction Documents to which it is a party is true and correct in all material respects as of the date it is expected to be made.

3.03 BNS and the Guarantor jointly and severally undertake and agree with the Dealers and each of them that they shall do the following:

- (a) promptly notify the Relevant Dealer(s) of any material change affecting any of its representations, warranties, agreements, undertakings and indemnities in this Agreement at any time and take such steps as may be reasonably requested by the Relevant Dealer(s) to remedy and/or publicise the same (and, for greater certainty, nothing in this Section 3.03(a) shall require BNS or the Guarantor to publicise information not otherwise required to be publicised pursuant to the continuous disclosure obligations of BNS and the Guarantor);
- (b) for so long as any Covered Bonds issued by the Issuer are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, the Issuer (provided it has Covered Bonds outstanding which are “restricted securities”), will, during any period in which it is neither subject to Section 13 or 15(d) of the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, provide to any holder or beneficial owner of such Covered Bonds or to any prospective purchaser of such Covered Bonds designated by such holder or beneficial owner, upon the request of such holder, beneficial owner or prospective purchaser, the information required to be provided by Rule 144A(d)(4) under the Securities Act;
- (c) for so long as Registered Covered Bonds or, with respect to the Guarantor, the Trust Deed, respectively, remain outstanding and are “restricted securities” (as

defined in Rule 144(a)(3) under the Securities Act), during any period in which they are neither subject to Sections 13 or 15(d) of the Exchange Act nor exempt from reporting requirements pursuant to Rule 12g3-2(b) under the Exchange Act, make available to any holder of, or beneficial owner of an interest in, Registered Covered Bonds in connection with any resale thereof and to any prospective purchaser designated by such holder or beneficial owner, in each case upon request, the information specified in, and meeting the requirements of, Rule 144A(d)(4) under the Securities Act;

- (d) none of their affiliates (as defined in Rule 405 under the Securities Act), nor any person acting on behalf of any of them (other than any Dealer), will engage in any “directed selling efforts” (as defined in Regulation S under the Securities Act) with respect to the Covered Bonds;
- (e) none of their affiliates (as defined in Rule 501(b) of Regulation D), nor any person acting on behalf of any of them (other than any Dealer), will engage in any form of general solicitation or general advertising (within the meaning of Regulation D of the Securities Act) in connection with any offer or sale of the Covered Bonds;
- (f) deliver, register and furnish such documents, instruments, information and undertakings to, and obtain any consent from, any relevant agency, authority, central bank, department, government, minister, official, public or statutory corporation, self-regulating organization or stock exchange as may be necessary or advisable from time to time to comply with all relevant laws and directives that are relevant to any Covered Bonds, this Agreement, any Subscription Agreement, the Agency Agreement and any other Transaction Document to which either of them is a party, and hereby authorise the Arrangers or any one of them (or, in relation to a specific issue of Covered Bonds, the Relevant Dealer(s)) so to deliver, register and furnish such documents, instruments, information and undertakings and obtain such consents;
- (g) furnish to each of the Arrangers in each case upon request and in such numbers as may from time to time reasonably be requested by each Arranger: (i) copies of each document lodged by or on behalf of BNS or the Guarantor, as the case may be, in relation to the Program or any Covered Bonds with any stock exchange on which Covered Bonds shall then be listed and admitted to trading or other relevant authority; (ii) copies of the most recently prepared financial statements of BNS, whether annual or interim and whether audited or unaudited, that are available to the public as soon as they are available; and (iii) such other information about BNS and the Guarantor, respectively, as may be reasonably be requested by each Arranger;
- (h) notify the Arrangers as soon as is reasonably practicable in writing if any of the persons named in the certificates of incumbency referred to in item 4 of Schedule 2 of this Agreement shall cease to be authorised to take action on behalf of the Issuer or the Guarantor, as the case may be, or if any additional person shall

be so authorised and, unless and until notified of any such change, each of the Dealers and the Arrangers shall be entitled to rely upon the certificates delivered to them most recently and all instructions given in accordance with such certificates shall be binding on the Issuer or the Guarantor, as the case may be;

- (i) promptly notify each Relevant Dealer of any downgrading or withdrawal of, or the placing on “creditwatch” (with negative implications) (or other similar publication of formal review by the relevant rating organization) of, the rating of the Issuer’s debt securities by any statistical rating organization generally recognized by banks, securities houses and investors in the euro-markets, as soon as either of them learns of such downgrading or withdrawal, or placement on a “creditwatch”;
- (j) at the same time as it is dispatched, furnish each Dealer with a copy of the notice of any meeting of the holders of Covered Bonds of any Series which is called to consider any matter that is material in the context of the Program generally and allow each Dealer and its advisers to attend and speak at any such meeting;
- (k) update or amend the relevant Offering Document (following consultation with the Arrangers on behalf of the Dealers or, in the case of an amendment affecting a specific issue of Covered Bonds only, the Relevant Dealer(s)) by the publication of a supplement thereto or a revised version thereof in the light of any (i) requirement of applicable law or the rules and regulations of the relevant Stock Exchange(s), (ii) change to the condition of the Issuer which is material in the context of any Series or Tranche of Covered Bonds, and (iii) significant new factor, material mistake or material inaccuracy relating to the information incidental to the relevant Offering Document that may affect the assessment by investors of any Series or Tranche of Covered Bonds, and, unless otherwise agreed with the Arrangers, on or before the first issue of Covered Bonds after each anniversary of the listing of the Program. If, at any time after the relevant Offering Document is approved and before admission to trading on a Regulated Market or any other Stock Exchange, there arises or is noted a significant new factor, material mistake or material inaccuracy relating to the information in the relevant Offering Document, that may affect the assessment by investors of the Covered Bonds, BNS or the Guarantor, as the case may be, shall promptly give to the Arrangers (or, in the case of a change affecting a specific issue of Covered Bonds, the Relevant Dealer(s)) full information about the change or matter and shall promptly prepare a supplemental Offering Document as may be required and procure the approval of such supplement or revised Offering Document by the FCA and/or the relevant Stock Exchange (after the Arrangers on behalf of the Dealers or the Relevant Dealer or Dealers, as the case may be, have (or has) had a reasonable opportunity to comment thereon) and shall otherwise comply with Section 87A of FSMA, if applicable, Article 23 of the Prospectus Regulation, if applicable, or the relevant Stock Exchange rules in that regard and shall supply to the Relevant Dealer or Dealers, as the case may be, such number of copies of the

supplemental Offering Document as such Dealer or Relevant Dealer(s) may reasonably request.

BNS shall promptly publish such supplemental Offering Document once approved in accordance with the Prospectus Regulation and/or the rules of the relevant Stock Exchange and, prior to any admission to trading of Covered Bonds on a Regulated Market (other than the London Stock Exchange's Market) before the end of the UK's Brexit transition period, request that the FCA issue a certificate of approval under Article 25 of the Prospectus Regulation in respect of such supplements to the relevant Offering Document and notify them to the competent authority in the host Relevant State along with the supplement.

BNS and the Guarantor undertake that in the period from and including an Agreement Date to and including the related Issue Date of the new Covered Bonds (other than Exempt Covered Bonds), they will only prepare and publish a supplement to, or revised version of, the relevant Offering Document if they are required, or have reasonable grounds to believe that they are required, to do so in order to comply with Article 23 of the Prospectus Regulation and in such circumstances such supplement to, or revised version of, the relevant Offering Document shall, for the purposes of Article 23(2) the Prospectus Regulation and Section 2.03(b), be deemed to have been prepared and published so as to comply with the requirements of Article 23 of the Prospectus Regulation and the disclosure contained therein shall be deemed to be material in the context of the issuing and offering of the Covered Bonds;

- (l) save to the extent expressly contemplated in the Transaction Documents, the Issuer will promptly notify each Dealer of any amendment to or termination of the Transaction Documents concerning the Program materially adversely affecting the interests of any Dealer or any holder of any outstanding Covered Bonds;
- (m) procure that there is delivered to the Relevant Dealer(s) and the Bond Trustee (i) Canadian law legal opinions of Osler, Hoskin & Harcourt LLP, Canadian counsel for BNS, a English law legal opinion and/or United States law legal opinion, as applicable, of Norton Rose Fulbright LLP, counsel for BNS, a English law legal opinion and/or United States law legal opinion, as applicable, of Mayer Brown LLP, counsel for the Dealers, dated the Issue Date, with respect to the issuance and sale of the Covered Bonds, the Trust Deed, the Prospectus as amended or supplemented, if applicable, and other related matters as the Relevant Dealer(s) may reasonably require and such other local law opinions as may be appropriate and, if Covered Bonds are offered under Rule 144A or otherwise in the United States, U.S. legal advisors to the Issuer and the Guarantor acceptable to the Relevant Dealer(s) and the Relevant Dealer(s) acting reasonably, and (ii) a comfort letter from the Auditors, on or before the first issue of Covered Bonds after each anniversary of the listing of the Program and as may reasonably be requested by the Arrangers and the Dealers following publication of a supplement to or revised version of any relevant Offering Document;

- (n) in relation to any Covered Bonds agreed by the Issuer and the Relevant Dealer(s) to be listed and admitted to trading on any Stock Exchange(s), use all reasonable efforts to procure the admission of the relevant Covered Bonds to listing and trading on such Stock Exchange(s) and to maintain the same until none of the Covered Bonds of the relevant Series is outstanding provided that, if it should be impracticable or unduly burdensome to maintain any such listing, the Issuer shall use all reasonable efforts to procure and maintain as aforesaid a listing or a quotation for the relevant Covered Bonds on such other Stock Exchange(s) as it and the Relevant Dealer(s) may reasonably agree and, for greater certainty, the Issuer and the Dealers agree that any future law, rule of the London Stock Exchange or any other securities exchange or any competent authority or securities regulator or European Union directive imposes other requirements (including new corporate governance requirements) on the Issuer or the Guarantor or any of their respective affiliates that either of them in good faith determines are impractical or unduly burdensome in order to maintain the continued listing of any Covered Bonds, the Issuer may terminate the listing of the relevant Covered Bonds on such Stock Exchange and shall use all reasonable efforts to procure and maintain a listing or a quotation for the relevant Covered Bonds on any major Stock Exchange(s) (or segment thereof) as it may consider appropriate. However, if such alternative listing is not available or is, in the opinion of the Issuer, impractical or unduly burdensome, an alternative listing for such Covered Bonds may not be obtained;
- (o) in the event that a New Seller accedes to the Mortgage Sale Agreement, such New Seller shall contemporaneously accede to this Agreement with such modifications as reasonably agreed between the parties hereto;
- (p) neither BNS nor the Guarantor will become, for so long as the Covered Bonds and the Trust Deed remain outstanding, an open-end investment company, unit investment trust, closed-end investment company or face-amount certificate company that is or is required to be registered under Section 8 of the Investment Company Act;
- (q) BNS and the Guarantor will not, and shall procure that none of their affiliates (as defined in Regulation 501(b) of Regulation D under the Securities Act) will, sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in the Securities Act) in a manner which would require the registration of the Covered Bonds under the Securities Act;
- (r) BNS and the Guarantor will cooperate with the Lead Managers and use all reasonable endeavours to permit any Registered Covered Bonds offered under Rule 144A to be eligible for clearance and settlement through DTC;
- (s) Any Registered Covered Bonds will be issued in registered form bearing the private placement legend as set forth in the form of Covered Bond scheduled to the Trust Deed and shall satisfy the eligibility requirements of paragraph (d)(3) of Rule 144A;

- (t) BNS and the Guarantor will qualify any Registered Covered Bonds offered under Rule 144A for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Lead Managers shall reasonably request and will continue such qualifications in effect so long as required for the offering and resale of such Covered Bonds; provided that neither BNS nor the Guarantor shall be required to (i) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (ii) file any general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any such jurisdiction if it is not otherwise so subject;
- (u) in respect of an issuance intended to be listed on the London Stock Exchange or the ISM, BNS will procure that the Final Terms Document is lodged with the London Stock Exchange by the time required by the London Stock Exchange;
- (v) in the event that any Covered Bond offered or to be offered by the Dealers in reliance upon Rule 144A would be ineligible for resale under Rule 144A (because such Covered Bond or the Trust Deed is of the same class (within the meaning of Rule 144A) as other securities of BNS or the Guarantor, as applicable, which are listed on a U.S. securities exchange registered under Section 6 of the Exchange Act or quoted in a U.S. automated inter-dealer quotation system), BNS shall promptly notify the Dealers by telephone, confirmed in writing, of such fact and will promptly prepare and deliver to the Dealers an amendment or supplement to the relevant Offering Document describing the Covered Bonds which are ineligible, the reason for such ineligibility and any other relevant information relating thereto;
- (w) BNS will timely file the Prospectus, as amended and supplemented in a form approved by the Dealers, with the CMHC, and will file promptly all notifications, reports and other information required to be filed by BNS with CMHC pursuant to the Guide in connection with the CMHC Registration and the offering or sale of the Covered Bonds;
- (x) BNS will make available and accessible to investors (as defined in Part 5.1.1 of the Guide) all information, reports and notifications required under the Guide and Part I.1 of the NHA in connection with the CMHC Registration and the offering or sale of the Covered Bonds;
- (y) BNS will establish and maintain a program website(s) (as defined in Part 5.2 of the Guide) which meets the requirements of, and contains all information, reports, notifications, links, documents and any other disclosure required by the Guide in connection with the CMHC Registration and the offering or sale of the Covered Bonds;
- (z) BNS shall use its best efforts and take all actions that may be necessary in order to maintain the CMHC Registration and its right to issue Covered Bonds under the Program; and

- (aa) All Covered Bonds will be issued by BNS as a registered issuer under the CMHC Registration Requirements and under a registered covered bond program under the CMHC Registration Requirements.

3.04 The following indemnification provisions shall apply:

- (a) For Regulation S Covered Bonds only, BNS and the Guarantor jointly and severally undertake and agree with the Dealers and each of them that they shall do the following:
 - (i) indemnify and hold harmless each Dealer, each person, if any, who controls such Dealer within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act and each affiliate of any Dealer within the meaning of Rule 405 under the Securities Act from and against any and all losses, claims, damages or liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim), and any applicable value added tax which any of them may incur or which may be made against them or any of them as a result of, or arising out of, or in relation to, (i) any inaccuracy or alleged inaccuracy of any of the representations and warranties made by BNS and/or the Guarantor herein or in the Subscription Agreement or otherwise made by BNS or the Guarantor, as the case may be in respect of any Tranche; or (ii) any breach or alleged breach of any of the agreements or undertakings given by BNS and/or the Guarantor herein or in the Subscription Agreement or otherwise made by the Issuer, any Seller or the Guarantor, as the case may be in respect of any Tranche including, without limitation, its obligations under Section 2.02(c) hereof; and
 - (ii) promptly notify the Relevant Dealer of any change affecting any of its representations, warranties, agreements, undertakings and indemnities in this Agreement at any time and take such steps as may be reasonably requested by the Relevant Dealer to remedy and/or publicize the same (for the avoidance of doubt, nothing in this Section 3.04(a) shall require BNS or the Guarantor to publicize information not otherwise required to be publicized pursuant to the continuous disclosure obligations of BNS or the Guarantor).
- (b) For Rule 144A Covered Bonds only:
 - (i) The Issuer and the Guarantor jointly and severally agree to indemnify and hold harmless each Dealer, each person, if any, who controls such Dealer within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act and each affiliate of any Dealer within the meaning of Rule 405 under the Securities Act, from and against any and all losses, claims, damages or liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or

investigating any such action or claim) that arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Time of Sale Information, as applicable (provided that the Indemnified Parties shall have made available to the purchaser the Time of Sale Information, as applicable, in accordance with Section 2.10 of this Agreement), Marketing Materials, including any Investor Presentation, or the Offering Documents, or that arise out of or are based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages or liabilities that arise out of or are based upon any such untrue statement or omission or alleged untrue statement or omission based upon information relating to any Dealer furnished to the Issuer in writing by such Dealer through the Relevant Dealer(s) expressly for use therein.

- (ii) Each Dealer agrees, severally and not jointly, to indemnify and hold harmless BNS, the Guarantor, each person, if any, who controls BNS or the Guarantor within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act and each affiliate of BNS or the Guarantor within the meaning of Rule 405 under the Securities Act to the same extent as the foregoing indemnity from BNS to such Dealer, but only with reference to information relating to such Dealer furnished to BNS and the Guarantor in writing by such Dealer through the Relevant Dealer(s) expressly for use in the Offering Document, the Time of Sale Information, as applicable, or the Marketing Materials, including any Investor Presentation, or any amendment or supplement thereto.
- (iii) In case any proceeding (including any governmental investigation), shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 3.04(b)(i) or 3.04(b)(ii) such person (the “**indemnified party**”) shall promptly notify the person against whom such indemnity may be sought (the “**indemnifying party**”) in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the contrary, (ii) the indemnifying party has failed within a reasonable time to retain counsel reasonably satisfactory to the indemnified party, or (iii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same

counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such indemnified parties and that all such fees and expenses shall be reimbursed as they are incurred. Such firm shall be designated in writing by the Arrangers, in the case of parties indemnified pursuant to Section 3.04(b)(i), and by BNS, in the case of parties indemnified pursuant to Section 3.04(b)(ii). The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by the second and third sentences of this paragraph, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

- (iv) To the extent the indemnification provided for in Section 3.04(b)(i) or Section 3.04(b)(ii) is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by BNS and the Guarantor on the one hand and the Dealers on the other hand from the offering of the Covered Bonds or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of BNS and the Guarantor on the one hand and of the Dealers on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as

well as any other relevant equitable considerations. The relative benefits received by BNS and the Guarantor on the one hand and the Dealers on the other hand in connection with the offering of the Covered Bonds shall be deemed to be in the same respective proportions as the net proceeds from the offering of the Covered Bonds (before deducting expenses) received by BNS and the total discounts and commissions received by the indemnified party as set forth in this Agreement. The relative fault of BNS and the Guarantor on the one hand and the Dealers on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by BNS or by the Dealers and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Dealers' respective obligations to contribute pursuant to this Section 3.04(b) are several in proportion to the respective principal amounts of Covered Bonds they have purchased hereunder, and not joint.

- (v) BNS, the Guarantor and the Dealers agree that it would not be just or equitable if contribution pursuant to this Section 3.04(b) were determined by *pro rata* allocation (even if the Dealers were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Section 3.04(b). The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in this Section 3.04(b) shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 3.04(b), no Dealer shall be required to contribute any amount in excess of the amount by which the total price at which the Covered Bonds subscribed by it and distributed to investors were offered to investors exceeds the amount of any damages that such Dealer has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 3.04(b) are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.
- (c) For all Covered Bonds, the indemnity and contribution agreements contained in this Section 3.04 and the additional representations and warranties of the Issuer and the Guarantor in this Agreement and the Subscription Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Dealer, any person controlling any Dealer or any affiliate of any Dealer or by or on behalf of the

Issuer or the Guarantor, their directors or officers or any person controlling such party, and (iii) acceptance of, and payment for, any of the Covered Bonds.

3.05 The rights and remedies conferred upon any Dealer (or other indemnified party) under this Section 3 and Section 5 of this Agreement shall continue in full force and effect notwithstanding (i) the completion of the arrangements set out herein for the issue, sale and purchase of the relevant Covered Bonds or (ii) any such termination of this Agreement and regardless of any investigation made by such Dealer (or other indemnified party).

3.06 For the purposes of Section 3.01(z):

- (a) the United States dollar equivalent of Covered Bonds denominated in a currency other than United States dollars shall be determined as of the Agreement Date for such Covered Bonds on the basis of the spot rate for the sale of United States dollars against the purchase of the relevant currency in the London foreign exchange market quoted by the Principal Paying Agent on such Agreement Date or such other rate as the Issuer and the Relevant Dealer(s) may agree;
- (b) the United States dollar equivalent of Dual Currency Covered Bonds and Index Linked Covered Bonds shall be calculated in the manner specified above by reference to the original nominal amount of such Covered Bonds; and
- (c) the United States dollar equivalent of Zero Coupon Covered Bonds and other Covered Bonds issued at a discount or premium shall be calculated in the manner specified above by reference to the net proceeds received by the Issuer for the particular issue.

Section 4. Undertakings by the Dealers

4.01 Each Dealer (in the case of sub-clause (a) below, which is party to the Subscription Agreement in question) undertakes to the Issuer that it will be bound by and comply with the selling and transfer restrictions set out in Schedule 1 hereto:

- (a) as the same may be supplemented or modified by agreement of the Issuer and the Relevant Dealer(s) in relation to any Tranche of Covered Bonds as set out in the relevant Final Terms Document; and
- (b) save to the extent that any of such provisions relating to any specific jurisdiction shall, as a result of change(s) after the date hereof in, or in official interpretation of, applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealer contained in the paragraph headed “General”.

4.02 The Principal Paying Agent has agreed in the Agency Agreement to act as Calculation Agent in respect of each Series of Covered Bonds unless the Dealer (or one of the Dealers) through whom such Covered Bonds are issued has agreed with the Issuer to act

as Calculation Agent (or the Issuer otherwise agrees to appoint another institution to act as Calculation Agent) in respect of such Covered Bonds.

In relation to any Series of Covered Bonds in respect of which the Issuer and the Relevant Dealer(s) have agreed that such Dealer shall act as Calculation Agent and such Dealer is named as such in the relevant Final Terms Document or Pricing Supplement:

- (a) the Issuer appoints such Dealer acting through its office specified for the purposes of Section 8 as Calculation Agent in respect of such Series of Covered Bonds for the purposes specified in the Agency Agreement (and with the benefit of the provisions thereof) and in the Terms and Conditions;
- (b) such Dealer accepts such appointment and shall perform all matters expressed to be performed by it in, and otherwise comply with, the Terms and Conditions and the provisions relating to the Calculation Agent contained in the Agency Agreement; and
- (c) such Dealer executes the Calculation Agency Agreement attached to the Agency Agreement. Upon execution of such agreement, the Issuer will notify the Principal Paying Agent of the appointment of such Dealer as Calculation Agent for the relevant Series of Covered Bonds.

4.03 BNS and the Guarantor hereby both irrevocably authorise each of the Dealers, on behalf of BNS and the Guarantor, to provide copies of, and make oral statements consistent with, the relevant Offering Document other than the Marketing Materials, if any, including any Investor Presentation, which may not be copied or distributed to, or left with, any actual or potential purchaser of Covered Bonds except with the express consent of BNS.

4.04 The obligations of the Dealers under this Section 4 are several. Except as expressly provided herein or in the Subscription Agreement, none of the Dealers will have any responsibility or liability to any other Dealer, the Issuer, the Guarantor, the Seller or any Holder (and BNS and the Guarantor hereby expressly acknowledge that such is the case) for the adequacy, accuracy or completeness of any representation, warranty, statement or information in the Offering Document, this Agreement, any Subscription Agreement or any notice or other document delivered under this Agreement or any Subscription Agreement except for any statement made about such Dealer or provided by a Dealer for inclusion in such Offering Document.

Section 5. Status of the Arranger and the Dealers

Each of the Dealers agrees that the Arrangers have only acted in an administrative capacity to facilitate the establishment and/or maintenance of the Program and have no responsibility to it for (a) the adequacy, accuracy, completeness or reasonableness of any representation, warranty, undertaking, agreement, statement or information in the Offering Document, or Marketing Materials (if any), including any Investor Presentation, this Agreement and any relevant Subscription Agreement or any information provided in connection with the Program or (b) the

nature and suitability to it of all legal, tax and accounting matters and all documentation in connection with the Program or any Series or Tranche of Covered Bonds, save that the Arrangers shall have only those duties, obligations and responsibilities expressly specified in this Agreement and any relevant Subscription Agreement unless otherwise agreed between the parties hereto.

Section 6. Contractual Recognition of Bail-In

6.01 Notwithstanding and to the exclusion of any other term of this Agreement and any relevant Subscription Agreement or any other agreements, arrangements, or understanding between any BRRD Party and any other party to this Agreement (including, for the avoidance of doubt, BNS) (each, a “**Party**”), each Party acknowledges and accepts that a BRRD Liability arising under this Agreement and any Relevant Agreement may be subject to the exercise of Bail-In Powers by the Relevant Resolution Authority and acknowledges, accepts and agrees to be bound by:

- (a) the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of any BRRD Party to any other Party under this Agreement and any Relevant Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:
 - (i) the reduction of all, or a portion, of the BRRD Liability, or outstanding amount due thereon;
 - (ii) the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the relevant BRRD Party or another person, and the issue to or conferral on one or more other Parties of such shares, securities or obligations;
 - (iii) the cancellation of the BRRD Liability;
 - (iv) the amendment or alteration of the amounts due in relation to the BRRD Liability, including any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and
- (b) the variation of the terms of this Agreement and any Relevant Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

Section 7. Costs and Expenses

7.01 Unless otherwise specifically agreed with a Relevant Dealer(s) in connection with a specific Tranche, the Issuer and the Guarantor are responsible for payment of the proper costs, charges and expenses (and any applicable value added tax):

- (a) of any legal, accountancy and other professional advisers instructed by the Issuer in connection with the establishment and maintenance of the Program, the preparation of the Prospectus and the Disclosure Documents, or the issue and sale of any Covered Bonds or the compliance by the Issuer or the Guarantor with their obligations hereunder or under any Subscription Agreement including, without limitation, the provision of legal opinions and Auditors' Letters as and when required by the terms of this Agreement or any Subscription Agreement;
- (b) of any legal and other professional advisers instructed by the Dealers in connection with the establishment and maintenance of the Program, provided that the Issuer and Guarantor collectively shall only be responsible for an aggregate amount as agreed between the Arrangers, the Issuer and the Guarantor (or such other amount as may be agreed between the Arrangers, the Issuer and the Guarantor), plus any applicable value added taxes, in connection with such proper costs, charges and expenses for the initial establishment of the Program and shall only be responsible for such reasonable amount as may be agreed between the Relevant Dealer(s), the Issuer and the Guarantor, plus any applicable value added taxes, in connection with such proper costs, charges and expenses for each Tranche;
- (c) incurred in connection with the preparation and delivery of this Agreement, the Agency Agreement and any other Transaction Documents or documents connected with the Program or any Covered Bonds;
- (d) of and incidental to the setting, proofing, printing and delivery of the Offering Document, any Final Terms Document and any Covered Bonds (whether in global or definitive bearer form or in registered form) including inspection and authentication;
- (e) incurred at any time in connection with the application for any Covered Bonds to be listed and admitted to trading on any stock exchange(s) and the maintenance of any such listing(s); and
- (f) of any advertising agreed upon between the Issuer, the Guarantor and the Relevant Dealer(s).

7.02 The Issuer and Guarantor will indemnify and hold each Dealer and the Arranger harmless against any documentary, stamp or similar transfer or issue tax, including any interest and penalties in respect thereof, on the issue of the Global Covered Bonds and the Definitive Covered Bonds in accordance with the terms of this Agreement, on the execution and delivery of the Transaction Agreements, on the exchange of Global Covered Bonds for Definitive Covered Bonds, and on the transfer or consolidation of holdings of Registered Definitive Covered Bonds, and in connection with the enforcement or protection of its rights under this Agreement or any Covered Bond or the Covered Bond Guarantee, which are or may be required to be paid in Canada or the UK, the jurisdiction of the branch of account issuing the Covered Bonds or any political subdivision or taxing authority of or in any of the foregoing.

7.03 All payments by the Issuer or, as the case may be, the Guarantor under this Agreement shall be paid without set-off or counterclaim and (except as required by applicable law or regulation) free and clear of and without deduction or withholding for or on account of, any present or future taxes, levies, imports, duties, fees, assessments or other charges of whatever nature imposed by Canada (and, if the Covered Bonds are issued by a branch of the Issuer outside of Canada, the country or territory in which the relevant branch of the Issuer which issued the relevant Covered Bonds is located) or any province or territory thereof having power to tax (the “**Relevant Taxing Jurisdiction**”) or by any department, agency or other political subdivision or taxing authority thereof or therein and all interest, penalties or similar liabilities with respect thereto (“**Taxes**”), save in respect to any Taxes arising solely as a result of any Dealer's presence in the Relevant Taxing Jurisdiction. If any Taxes are required by law or regulation to be deducted or withheld in connection with any such payment, then, save in respect to any Taxes arising solely as a result of any Dealer's presence in the Relevant Taxing Jurisdiction, the Issuer will increase the amount paid so that the full amount of such payment is received by the payee as if no such deduction or withholding had been made. In addition, the Issuer and the Guarantor, to the extent permitted by law, agree to indemnify and hold the Dealers harmless against any Taxes that they are required to pay in respect of any amount paid by the Issuer under this Agreement, save in respect to any Taxes on income arising solely as a result of any Dealer's presence in the Relevant Taxing Jurisdiction.

Section 8. Notices and Communications

8.01 All notices and communications hereunder or under any Subscription Agreement shall be made in writing (by letter, fax or email) and shall be sent to the addressee at the address, fax number or email address specified against its name in Schedule 5 to this Agreement (or, in the case of a Dealer not originally party hereto, specified by notice to the Issuer and the other Dealers at or about the time of its appointment as a Dealer) and for the attention of the person or department therein specified (or as aforesaid) or, in any case, to such other address or fax number and for the attention of such other person or department as the addressee has by prior notice to the sender specified for the purpose.

8.02 Whenever a notice or other communication shall be given as aforesaid by fax it shall be deemed received (subject to the transmission report showing that the fax has been sent) on the day of despatch provided that if the time of despatch is after 4.00 p.m. (local time of the recipient) on any day which is a business day in the place of the recipient, it shall be deemed to have been received on the next business day in the place of the recipient and whenever a notice or other communication is sent by post as aforesaid it shall be deemed received three days (in the case of inland post) or seven days (in the case of cross border post) after being posted in a properly prepaid envelope and whenever a notice or other communication is delivered by hand, it shall be deemed received upon actual delivery.

Section 9. Changes in Dealers

9.01 The Issuer may without the consent of any third parties:

- (a) by 30 days' notice in writing to any Dealer, terminate this Agreement in relation to such Dealer but without prejudice to any rights or obligations accrued or incurred on or before the effective date of termination and in particular without prejudice to (i) the rights of such terminated Dealer to be indemnified pursuant to Section 3.04 with respect only to those matters that occurred or were in existence while such terminated Dealer was a Dealer pursuant to this Agreement; and (ii) the validity of any Subscription Agreement; and/or
- (b) nominate any reputable institution as a new Dealer hereunder either generally in respect of the Program or only in relation to a particular Tranche, in which event, upon the confirmation by such institution of a letter in the terms or substantially in the terms set out in Schedule 3 or pursuant to an agreement in or substantially in the form of Schedule 7 or on any other terms acceptable to the Issuer and such institution, such institution shall, subject to the limitations set out below, become a party hereto with all the authority, rights, powers, duties and obligations of a Dealer hereunder; provided that an institution which has become a Dealer in relation to a particular Tranche only shall have the benefit of the undertaking contained in paragraph (h) of Section 3.03 only if such Dealer requests the benefit of such undertaking, in which case the Dealer shall have the benefit of such undertaking to the extent so requested, and shall have the benefit of the undertakings contained in paragraphs (g), (i) and (m) of Section 3.03 and the benefit of Section 10 only up to and including the Issue Date of the relevant Tranche of Covered Bonds.

9.02 Any Dealer may, by 30 days' written notice to the Issuer, resign as a Dealer under this Agreement but without prejudice to any rights or obligations accrued or incurred on or before the effective date of resignation and in particular the validity of any Subscription Agreement.

9.03 The Issuer will notify existing Dealers appointed generally in respect of the Program, the Arrangers, the Bond Trustee and the Principal Paying Agent of any change in the identity of other Dealers appointed generally in respect of the Program as soon as reasonably practicable thereafter.

9.04 In recognition of the US. Special Resolution Regimes, the parties agree as follows:

- (a) In the event that any Dealer that is a Covered Entity (as defined below) becomes subject to a proceeding under a U.S. Special Resolution Regime (as defined below), the transfer from such Dealer of this Agreement or any Relevant Agreement, and any interest and obligation in or under this Agreement or any Relevant Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement or any Relevant Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- (b) In the event that any Dealer is a Covered Entity or a BHC Act Affiliate (as defined below) of such Dealer becomes subject to a proceeding under a U.S.

Special Resolution Regime, Default Rights (as defined below) under this Agreement or any Relevant Agreement that may be exercised against such Dealer are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement or any Relevant Agreement were governed by the laws of the United States or a state of the United States.

- (c) For purposes of this Section 9.04:
- (i) “BHC Act Affiliate” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).
 - (ii) “Covered Entity” means any of the following:
 - A. a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
 - B. a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
 - C. a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
 - (iii) “Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.
 - (iv) “U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

Section 10. Increase in Authorised Amount

10.01 The Issuer and the Guarantor may, from time to time, by giving 20 days’ notice by letter in substantially the form set out in Schedule 4 to each of the Dealers (with a copy to the other Paying Agents and the Registrars), increase the Authorised Amount.

10.02 Notwithstanding the provisions of Section 10.01 above, no increase shall be effective unless and until (i) each of the Dealers shall have received in form, number and substance satisfactory to each such Dealer, the documents and confirmations described in Schedule 2 to this Agreement (with such changes as may be relevant having regard to the circumstances at the time of the proposed increase) and such further documents and confirmations as may be requested by the Dealers including, without limitation, Auditors’ Letters and a supplemental or updated Prospectus as required by the FCA and/or other relevant Stock Exchange and (ii) the Issuer and the Guarantor shall have complied with all legal and regulatory requirements necessary for the issuance of, and performance of

obligations under, Covered Bonds up to such new Authorised Amount and upon such increase taking effect, all references in this Agreement to the Authorised Amount being in a certain principal amount shall be to the increased principal amount.

Section 11. Assignment

11.01 This Agreement shall be binding upon and shall inure for the benefit of the Issuer, the Guarantor and the Dealers and their respective successors and permitted assigns. For greater certainty, any new company established as a substitute issuer pursuant to the Trust Deed shall be bound by and enjoy the benefit of this Agreement.

11.02 Neither the Issuer nor the Guarantor may assign its rights or transfer its obligations under this Agreement, in whole or in part, and any purported assignment or transfer shall be void. No Dealer may assign any of its rights or delegate or transfer any of its obligations under this Agreement or any Relevant Agreement, in whole or in part, without the prior written consent of the Issuer and the Guarantor and any purported assignment or transfer without such consent shall be void. Upon the date when such merger, consolidation, conversion or transfer and assumption becomes effective and to the extent permitted by applicable law, and without further formality such Dealer shall be relieved of, and fully discharged from, all obligations hereunder and any Relevant Agreement, whether such obligations arose before or after such transfer and assumption.

Section 12. Law and Jurisdiction

This Agreement and each Relevant Agreement is governed by, and shall be construed in accordance with, the laws of the Province of Ontario and of Canada applicable therein and each of the parties hereby attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario.

Section 13. Currency Indemnity

If, under any applicable law and whether pursuant to a judgment being made or registered against the Issuer or in the liquidation, insolvency or analogous process of the Issuer or for any other reason, any payment under or in connection with this Agreement or any Relevant Agreement is made or fails to be satisfied in a currency (the “**other currency**”) other than that in which the relevant payment is expressed to be due (the “**required currency**”), then, to the extent that the payment (when converted into the required currency at the rate of exchange on the date of payment or, if it is not practicable for any Dealer to purchase the required currency with the other currency on the date of payment, at the rate of exchange as soon thereafter as it is practicable for it to do so or, in the case of liquidation, insolvency or analogous process of the Issuer, at the rate of exchange on the latest date permitted by applicable law for the determination of liabilities in such liquidation, insolvency or analogous process) actually received by any Dealer falls short of the amount due under the terms of this Agreement or any Relevant Agreement, the Issuer and the Guarantor shall, as a separate and independent obligation, indemnify and hold harmless such Dealer against the amount of such shortfall. For the purpose of this Section, “**rate of exchange**” means the rate at which the Dealer is able on the

relevant date to purchase the required currency with the other currency and shall take into account any premium and the reasonable costs of exchange.

Section 14. Counterparts

This Agreement and any Relevant Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Any party may enter into this Agreement or any relevant Agreement by signing such counterpart. The counterparts of this Agreement or any Relevant Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

Section 15. Non-Petition

BNS and the Dealers agree that they shall not institute or join any other Person or entity in instituting against, or with respect to, the Guarantor, or any of the general partners of the Guarantor, any bankruptcy or insolvency event so long as any Covered Bonds issued by the Issuer under the Program shall be outstanding or there shall not have elapsed one year plus one day since the last day on which any such Covered Bonds shall have been outstanding. The foregoing provision shall survive the termination of this Agreement by any of the parties hereto.

Section 16. Amendment and Waiver

Any amendments to this Agreement or any Relevant Agreement will be made only with the prior written consent of each party to this Agreement or any Relevant Agreement. No waiver of this Agreement or any Relevant Agreement shall be effective unless it is in writing and signed by (or by some person duly authorised by) each of the parties. No single or partial exercise of, or failure or delay in exercising, any right under this Agreement or any Relevant Agreement shall constitute a waiver or preclude any other or further exercise of that or any other right.

[Remainder of page intentionally left blank]

IN WITNESS whereof this Agreement has been entered into as of the day and year first above written.

SIGNATURES

THE BANK OF NOVA SCOTIA

By: /s/ Darren Potter
Darren Potter
Managing Director, Term Funding &
Capital Management

The Guarantor

**SCOTIABANK COVERED BOND GUARANTOR
LIMITED PARTNERSHIP**

By: /s/ Darren Potter
 Darren Potter
 Vice-President

The Bond Trustee

**COMPUTERSHARE TRUST COMPANY OF
CANADA**

By: /s/ Marcela Cruz
Marcela Cruz
Corporate Trust Officer

By: /s/ Ann Samuel
Ann Samuel
Associate Trust Officer

The Dealers

BARCLAYS BANK PLC

By: /s/ Kenneth Chang
Name: Kenneth Chang
Title: Managing Director

BNP PARIBAS

By: /s/ Christopher C. Martinez
Name: Christopher C. Martinez
Title: Analyst

BOFA SECURITIES, INC.

By: /s/ Laurie Campbell
Name: Laurie Campbell
Title: Managing Director

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Adam D. Bordner
Name: Adam D. Bordner
Title: Director

CITIGROUP GLOBAL MARKETS LIMITED

By: /s/ Adrien Belanger
Name: Adrien Belanger
Title: Delegated Signatory

CREDIT SUISSE SECURITIES (EUROPE) LIMITED

By: /s/ Scott Roose
Name: Scott Roose
Title: Managing Director

By: /s/ Anthony Stringer
Name: Anthony Stringer
Title: Director

DEUTSCHE BANK AKTIENGESELLSCHAFT

By: /s/ Dr. Mark Ould
Name: Dr. Mark Ould
Title: Director

By: /s/ Dr. Matthias Geyer
Name: Dr. Matthias Geyer
Title: Assistant Vice President

GOLDMAN SACHS INTERNATIONAL

By: /s/ Lars Humble
Name: Lars Humble
Title: Managing Director

HSBC FRANCE

By: /s/ *Nathalie Bitan*
Name: Nathalie Bitan
Title: Director, Debt Capital Markets

By: /s/ *Jérôme Pellet*
Name: Jérôme Pellet
Title: Director, Debt Capital Markets

J.P. MORGAN SECURITIES PLC

By: /s/ *Pablo Perez*
Name: Pablo Perez
Title: Executive Director

MERRILL LYNCH INTERNATIONAL

By: /s/ *Susan Mann*
Name: Susan Mann
Title: Director and Assistant General Counsel

MORGAN STANLEY & CO. LLC

By: /s/ *Ian Drewe*
Name: Ian Drewe
Title: Executive Director

MORGAN STANLEY & CO. INTERNATIONAL PLC

By: /s/ Rachel Holdstock
Name: Rachel Holdstock
Title: Vice President

NATWEST MARKETS PLC

By: /s/ David Hopkins
Name: David Hopkins
Title: Managing Director, Head of DCM Legal

UBS AG LONDON BRANCH

By: /s/ Bert Suer
Name: Bert Suer
Title: Managing Director

By: /s/ Nicholas Lewis
Name: Nicholas Lewis
Title: Executive Director

UBS SECURITIES LLC

By: /s/ James Anderson
Name: James Anderson
Title: Executive Director

By: /s/ Samuel Reinhart
Name: Samuel Reinhart
Title: Managing Director

WELLS FARGO SECURITIES, LLC

By: /s/ Carolyn Hurley
Name: Carolyn Hurley
Title: Director

WELLS FARGO SECURITIES INTERNATIONAL LIMITED

By: /s/ Damon Mahon
Name: Damon Mahon
Title: Managing Director

The Arrangers

BARCLAYS CAPITAL INC.

By: /s/ *Kenneth Chang*
Name: Kenneth Chang
Title: Managing Director

SCOTIABANK EUROPE PLC

By: /s/ *James Walter*
Name: James Walter
Title: Regional Director, Europe Legal

By: /s/ *Cesare Roselli*
Name: Cesare Roselli
Title: Managing Director

SCHEDULE 1

Selling and Transfer Restrictions

Transfer Restrictions

United States of America:

Each purchaser of Registered Covered Bonds or person wishing to transfer an interest from one Registered Global Covered Bond to another will be deemed to or will be required to acknowledge, represent and agree as follows (terms used in this paragraph that are defined in Rule 144A or in Regulation S are used herein as defined therein):

- (a) that either:
 - (i) it is a QIB, purchasing (or holding) the Covered Bonds for its own account or for the account of one or more QIBs, and it is aware and each beneficial owner of such Covered Bond has been advised that any sale to it is being made in reliance on Rule 144A; or
 - (ii) it is outside the United States and is not a U.S. person and it is not purchasing (or holding) the Covered Bonds for the account or benefit of a U.S. person;
- (b) that the Covered Bonds are being offered and sold in a transaction not involving a public offering in the United States within the meaning of the Securities Act, and that the Covered Bonds and the Covered Bond Guarantee have not been and will not be registered under the Securities Act or any applicable U.S. state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below;
- (c) that neither the Issuer nor the Guarantor has any obligation to register the Covered Bonds or the Covered Bond Guarantee under the Securities Act;
- (d) that, unless it holds an interest in a Regulation S Global Covered Bond, if in the future it decides to resell, pledge or otherwise transfer the Covered Bonds or any beneficial interests in the Covered Bonds, it will do so, prior to the date which is one year after the later of the last Issue Date for the Series and the last date on which the Issuer or an affiliate of the Issuer was the owner of such Covered Bonds, only (i) to the Issuer or any affiliate thereof, (ii) inside the United States to a person whom the seller reasonably believes is a QIB purchasing the Covered Bonds for its own account or for the account of a QIB in a transaction meeting the requirements of Rule 144A, (iii) outside the United States in compliance with Rule 903 or Rule 904 under the Securities Act, (iv) pursuant to the exemption from registration provided by Rule 144 under the Securities Act, or (v) pursuant to an effective registration statement under the Securities Act, in each case in accordance with all applicable U.S. state securities laws;

- (e) that either (i) it is not, and for so long as it holds a Covered Bond (or any interest therein) will not be, and will not be acting on behalf of, a Plan (as defined in the Prospectus), or a governmental, church or non-U.S. plan which is subject to Similar Law (as defined in the Prospectus), or (ii) its acquisition, holding and disposition of the Covered Bonds (or any interest therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of the U.S. Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”) or Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”) or, in the case of such a governmental, church or non-U.S. plan, a violation of any Similar Law);
- (f) that it will, and will require each subsequent holder to, notify any purchaser of the Covered Bonds from it of the resale restrictions referred to in paragraph (d) above, if then applicable;
- (g) that Covered Bonds initially offered in the United States to QIBs will be represented by one or more Rule 144A Global Covered Bonds, and that Covered Bonds initially offered outside the United States in reliance on Regulation S will be represented by one or more Regulation S Global Covered Bonds;
- (h) that the Covered Bonds represented by a Rule 144A Global Covered Bond and Definitive Rule 144A Covered Bonds will bear a legend to the following effect unless otherwise agreed to by the Issuer:

“THIS SECURITY AND ANY GUARANTEE IN RESPECT THEREOF HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, THE HOLDER: (A) REPRESENTS THAT IT IS A “QUALIFIED INSTITUTIONAL BUYER” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING THIS SECURITY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS; (B) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THIS SECURITY EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT IN RESPECT OF THIS SECURITY (THE “**AGENCY AGREEMENT**”) AND, PRIOR TO THE DATE WHICH IS ONE YEAR AFTER THE LATER OF THE LAST ISSUE DATE FOR THE SERIES AND THE LAST DATE ON WHICH THE ISSUER OR AN AFFILIATE OF THE ISSUER WAS THE OWNER OF SUCH SECURITY, OTHER THAN (1) TO THE ISSUER OR ANY AFFILIATE THEREOF, (2) INSIDE THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING THE SECURITY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE

OR MORE QUALIFIED INSTITUTIONAL BUYERS IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT, (4) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE), OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND ANY OTHER JURISDICTION; AND (C) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

THIS SECURITY AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF, BUT UPON NOTICE TO, THE HOLDER OF SUCH SECURITY SENT TO ITS REGISTERED ADDRESS, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR REALES AND OTHER TRANSFERS OF THIS SECURITY TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO REALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THIS SECURITY SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER HEREOF AND ALL FUTURE HOLDERS OF THIS SECURITY AND ANY SECURITIES ISSUED IN EXCHANGE OR SUBSTITUTION THEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).

BY ITS ACQUISITION AND HOLDING OF THIS SECURITY (OR ANY INTEREST HEREIN), THE PURCHASER OR HOLDER WILL BE DEEMED TO HAVE REPRESENTED, WARRANTED, COVENANTED AND AGREED THAT EITHER (A) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS SECURITY (OR ANY INTEREST HEREIN) WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF, (I) AN "EMPLOYEE BENEFIT PLAN" AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), THAT IS SUBJECT TO TITLE I OF ERISA, (II) A "PLAN" AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), (III) AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE THE ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN SUBJECT TO ERISA OR OTHER PLAN SUBJECT TO SECTION 4975 OF THE CODE,

OR (IV) A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN WHICH IS SUBJECT TO ANY U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF TITLE I OF ERISA OR SECTION 4975 OF THE CODE (“**SIMILAR LAW**”), OR (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS SECURITY (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (OR, IN THE CASE OF SUCH A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN, A VIOLATION OF ANY SIMILAR LAW).

PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT THE SELLER OF THIS SECURITY MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A.”;

- (i) if it is outside the United States and is not a U.S. person, that if it should resell or otherwise transfer the Covered Bonds prior to the expiration of the distribution compliance period (defined as 40 days after the completion of the distribution of the Tranche of Covered Bonds of which such Covered Bonds are a part), it will do so only (i)(A) outside the United States in compliance with Rule 903 or 904 of Regulation S under the Securities Act or (B) to a QIB in compliance with Rule 144A and (ii) in accordance with all applicable U.S. state securities laws; and it acknowledges that the Covered Bonds represented by a Regulation S Global Covered Bond and Definitive Regulation S Covered Bonds will bear a legend to the following effect unless otherwise agreed to by the Issuer:

“THIS SECURITY AND ANY GUARANTEE IN RESPECT THEREOF HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR ANY APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE AGENCY AGREEMENT IN RESPECT OF THIS SECURITY (THE “**AGENCY AGREEMENT**”) AND PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. UNTIL THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF ALL THE SECURITIES OF THE TRANCHE OF WHICH THIS SECURITY FORMS PART, SALES MAY NOT BE MADE IN THE UNITED STATES OR TO U.S. PERSONS UNLESS MADE (I) PURSUANT TO RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT OR (II) TO QUALIFIED INSTITUTIONAL BUYERS AS DEFINED IN, AND IN TRANSACTIONS PURSUANT TO, RULE 144A UNDER THE SECURITIES ACT.

BY ITS ACQUISITION AND HOLDING OF THIS SECURITY (OR ANY INTEREST HEREIN), THE PURCHASER OR HOLDER WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT EITHER (A) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS SECURITY (OR ANY INTEREST HEREIN) WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF, (I) AN “EMPLOYEE BENEFIT PLAN” AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“**ERISA**”) THAT IS SUBJECT TO TITLE I OF ERISA, (II) A “PLAN” AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “**CODE**”), (III) AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE THE ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN SUBJECT TO ERISA OR OTHER PLAN SUBJECT TO SECTION 4975 OF THE CODE, OR (IV) A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN WHICH IS SUBJECT TO ANY U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF TITLE I OF ERISA OR SECTION 4975 OF THE CODE (“**SIMILAR LAW**”), OR (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS SECURITY (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (OR, IN THE CASE OF SUCH A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN, A VIOLATION OF ANY SIMILAR LAW).”; and

- (j) that the Issuer and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations or agreements made by it are no longer accurate, it shall promptly notify the Issuer; and if it is acquiring any Covered Bonds as a fiduciary or agent for one or more accounts it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

No sale of Rule 144A Covered Bonds in the United States to any one purchaser will be for less than U.S.\$200,000 (or the approximate equivalent in another Specified Currency) principal amount and no Rule 144A Covered Bond will be issued in connection with such a sale in a smaller principal amount. If the purchaser is a non-bank fiduciary acting on behalf of others, each person for whom it is acting must purchase at least U.S.\$200,000 (or the approximate equivalent in another Specified Currency) principal amount of Registered Covered Bonds.

Dealers may arrange for the resale of Covered Bonds to QIBs pursuant to Rule 144A and each such purchaser of Covered Bonds is hereby notified that the Dealers may be relying on the exemption from the registration requirements of the Securities Act provided by Rule 144A. The minimum aggregate principal amount of Covered Bonds which may be purchased by a QIB pursuant to Rule 144A is U.S.\$200,000 (or the approximate equivalent in another Specified Currency). To the extent that the Issuer and the Guarantor are not subject to or do not comply

with the reporting requirements of Section 13 or 15(d) of the Exchange Act or the information furnishing requirements of Rule 12g3-2(b) thereunder, the Issuer and the Guarantor have agreed to furnish to holders of Covered Bonds and to prospective purchasers designated by such holders, upon request, such information as may be required by Rule 144A(d)(4).

Selling Restrictions

Canada

Each Dealer acknowledges and each further Dealer appointed under the Program will be required to acknowledge that the Covered Bonds have not been and will not be qualified for sale under the securities laws of Canada or any province or territory thereof and represents and agrees that it has not offered, sold or distributed, and that it will not offer, sell or distribute, any Covered Bonds, directly or indirectly, in Canada or to, or for the benefit of, any resident thereof in contravention of the securities laws of Canada or any province or territory thereof. Each Dealer also agrees and each further Dealer appointed under the Program will be required to agree not to distribute or deliver the Prospectus, or any other offering material relating to the Covered Bonds in Canada in contravention of the securities laws of Canada or any province or territory thereof.

United Kingdom

Each Dealer represents and agrees and each further Dealer appointed under the Program will be required to represent and agree that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Covered Bonds in circumstances in which Section 21(1) of the FSMA does not apply to the Guarantor or, in the case of the Issuer, would not, if it were not an authorised person, apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Covered Bonds in, from or otherwise involving the UK.

United States

Each Dealer acknowledges that the Covered Bonds and the Covered Bond Guarantee have not been and will not be registered under the Securities Act and Covered Bonds may not be offered, sold or delivered directly or indirectly within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from, or in transactions not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Covered Bonds in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Each Dealer agrees that it

will not offer, sell or deliver a Covered Bond in bearer form within the United States or to United States persons except as permitted by the Program Agreement. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations promulgated thereunder.

In connection with any Covered Bond represented by a Regulation S Global Covered Bond or any Definitive Regulation S Covered Bond (“**Regulation S Covered Bond**”), each Dealer represents and agrees that it will not offer, sell or deliver any such Regulation S Covered Bond within the United States or to, or for the account or benefit of, U.S. persons (a) as part of its distribution at any time or (b) otherwise until 40 days after the completion of the distribution of the Tranche of Covered Bonds of which such Covered Bonds are a part, as determined and certified by the relevant Dealer, in the case of a non-syndicated issue, or the lead manager, in the case of a syndicated issue, and except in either case in accordance with Regulation S under the Securities Act. Each Dealer has further agreed, and each further Dealer appointed under the Program will be required to agree, that it will send to each dealer to which it sells any Regulation S Covered Bond during the Distribution Compliance Period a confirmation or other notice setting forth the restrictions on offers and sales of such Regulation S Covered Bond within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the completion of the offering of a Tranche of Covered Bonds, an offer or sale of any Regulation S Covered Bond within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

This Agreement provides that selected Dealers, through their selling agents which are registered broker-dealers in the United States, may resell Covered Bonds in the United States to QIBs pursuant to Rule 144A under the Securities Act and each such purchaser of Covered Bonds is hereby notified that the Dealers may be relying on the exemption from the Securities Act provided by Rule 144A.

Each Dealer appointed under the this Agreement will be required to represent and agree in respect of transactions under Rule 144A that it has not (and will not), nor has (nor will) any person acting on its behalf, (a) made offers or sales of any security, or solicited officers to buy, or otherwise negotiated in respect of, any security, under circumstances that would require the registration of the Covered Bonds under the Securities Act; or (b) engaged in any form of general solicitation or general advertising (within the meaning of Rule 502(c) under the Securities Act) in connection with any offer or sale of Covered Bonds in the United States.

Australia

The Prospectus and the offer is only made available in Australia to persons to whom a disclosure document is not required to be given under Chapter 6D of the Australian Corporations Act 2001 (Cth) (the “**Australian Corporations Act**”). The Prospectus is not a prospectus, product disclosure statement or any other form of formal “disclosure document” for the purposes of the Australian Corporations Act, and is not required to, and does not, contain all the information

which would be required in a disclosure document under the Australian Corporations Act. If the relevant investor is in Australia, the Prospectus is made available to the relevant investor provided they are a person to whom an offer of securities can be made without a disclosure document such as a professional investor or sophisticated investor for the purposes of Chapter 6D of the Australian Corporations Act.

The Prospectus has not been and will not be lodged or registered with the Australian Securities and Investments Commission, the Australian Securities Exchange or any other regulatory body or agency in Australia.

The persons referred to in the Prospectus may not hold Australian financial services licences and may not be licensed to provide financial product advice in relation to the securities. No “cooling-off” regime will apply to an acquisition of any interest in the Issuer.

The Prospectus does not take into account the investment objectives, financial situation or needs of any particular person. Accordingly, before making any investment decision in relation to this document, you should assess whether the acquisition of any interest in the Issuer is appropriate in light of your own financial circumstances or seek professional advice.

Any securities issued upon acceptance of the offer may not be offered for sale or transferred to any person located in, or a resident of, Australia for a period of at least 12 months after the issue, except in circumstances where the person is a person to whom a disclosure document is not required to be given under Chapter 6D or of the Australian Corporations Act. Accordingly, each investor acknowledges these restrictions and, by applying for the securities under this document, gives an undertaking not to sell these securities (except in the circumstances referred to above) for 12 months after their issue.

Belgium

Each Dealer represents, warrants and agrees, and each further Dealer appointed under the Program will be required to represent, warrant and agree, that an offering of Covered Bonds may not be advertised to any individual in Belgium qualifying as a consumer within the meaning of Article I.1 of the Belgian Code of Economic Law, as amended from time to time (a “**Belgian Consumer**”) and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Covered Bonds, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Covered Bonds, directly or indirectly, to any Belgian Consumer.

Denmark

The Prospectus has not been filed with or approved by the Danish Financial Supervisory Authority or any other regulatory authority in Denmark.

The Covered Bonds have not been offered or sold and may not be offered, sold or delivered directly or indirectly in Denmark by way of a public offering, unless in compliance with Chapter 6 or Chapter 12 of the Danish Act on Trading in Securities and Executive Orders issued pursuant thereto as amended from time to time

France

Each of the Dealers and the Issuer represents and agrees and each further Dealer appointed under the Program will be required to represent and agree that it has not offered or sold and will not offer or sell, directly or indirectly, Covered Bonds to the public in France (other than to qualified investors as described below), and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France (other than to qualified investors as described below), the Prospectus, the relevant Final Terms (or Pricing Supplement, in the case of Exempt Covered Bonds) or any other offering material relating to the Covered Bonds, and that such offers, sales and distributions have been and will be made in France pursuant to Article L. 411-2 1° of the French *Code monétaire et financier* only qualified investors (*investisseurs qualifiés*), as defined in Article 2 of the Prospectus Regulation and Article L.411-2 of the French *Code monétaire et financier*.

Hong Kong

Each Dealer represents and agrees, and each further Dealer appointed under the Program will be required to represent and agree that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Covered Bonds other than: (i) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (ii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Covered Bonds which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Covered Bonds which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) and any rules made under that Ordinance.

Republic of Italy

Each Dealer represents and agrees and each further Dealer appointed under the Program will be required to represent and agree, that the offering of the Covered Bonds has not been registered pursuant to Italian securities legislation and, accordingly, the Covered Bonds may not be offered, sold or delivered, nor may copies of the Prospectus or of any other document relating to the Covered Bonds be distributed, in the Republic of Italy, except:

- (a) to qualified investors (“*investitori qualificati*”), as defined pursuant to Article 2 of Regulation (EU) 2017/1129 (as amended, the “**Prospectus Regulation**”) and any

applicable provision of Legislative Decree No. 58 of 24 February 1998, as amended (the “**Financial Services Act**”), and/or CONSOB regulations; or

- (b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation. . Article 34-ter of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time, and the applicable Italian laws.

Furthermore, each Dealer represents and agrees that any offer, sale or delivery of the Covered Bonds or distribution of copies of the Prospectus or any other document relating to the Covered Bonds in the Republic of Italy under paragraph (a) or (b) above must:

- (i) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 16190 of October 29, 2007 (as amended from time to time) and Legislative Decree No. 385 of September 1, 1993, as amended (the “**Banking Act**”); and
- (ii) comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time), and/or any other Italian authority.

Japan

The Covered Bonds have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the “**FIEA**”) and each Dealer represents and agrees, and each further Dealer appointed under the Program will be required to represent and agree, that it will not offer or sell any Covered Bonds, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Singapore

Each Dealer acknowledges that the Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore, and the Covered Bonds will be offered pursuant to exemptions under the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the “**SFA**”). Accordingly, the Covered Bonds may not be offered or sold or made the subject of an invitation for subscription or purchase nor may the Prospectus or any other document or material in connection with the offer or sale or invitation for subscription or purchase of any Covered Bonds be circulated or distributed, whether directly or indirectly, to any person in Singapore other than (a) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (b) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of

the SFA and in accordance with the conditions specified in Section 275 of the SFA, or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Covered Bonds are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Covered Bonds pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore.

Unless otherwise stated in the applicable Final Terms Document or Pricing Supplement in respect of any Covered Bonds, all Covered Bonds issued or to be issued under the Program shall be capital markets products other than prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Sweden

The Prospectus is not a prospectus and has not been prepared in accordance with the prospectus requirements provided for in the Swedish Financial Instruments Trading Act (*lagen (1991:980) om handel med finansiella instrument*). Neither the Swedish Financial Supervisory Authority nor any other Swedish public body has examined, approved or registered the Prospectus.

Switzerland

- (a) Unless otherwise specifically provided in a Pricing Supplement in respect of Exempt Covered Bonds only and subject to paragraph (b), (i) the Covered Bonds may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act (as amended, the “**FinSA**”), (ii) no application has or will be made to admit the Covered Bonds to trading on any trading venue (exchange or multilateral trading facility) in Switzerland, (iii) neither the Prospectus nor any Final Terms or Pricing Supplement nor any other offering or marketing material relating to the Covered Bonds constitutes a prospectus pursuant to the FinSA, and (iv) neither the Prospectus nor any Final Terms or Pricing Supplement nor any other offering or marketing material relating to the Covered Bonds may be publicly distributed or otherwise made publicly available in Switzerland.
- (b) The Issuer, and each Dealer represents and agrees, and each further Dealer appointed under the Program will be required to represent and agree, that it may be agreed in respect of any Covered Bonds to be issued that (i) such Covered Bonds may be publicly offered in Switzerland within the meaning of FinSA, and/or (ii) an application may be made by or on behalf of the Issuer to admit such Covered Bonds on a trading venue (exchange or multilateral trading facility) in Switzerland, provided that the Issuer and the relevant Dealer(s) comply with the applicable requirements of the FinSA or, until December 1, 2020, the transitory provisions pursuant to article 109 paragraph 2 of the Swiss Financial Services Ordinance in connection with such public offering and/or application for admission to trading, including, without limitation, any requirement to prepare and publish a prospectus in accordance with FinSA or, until December 1, 2020, articles 652a and 1156 of the Swiss Code of Obligations, as such articles were in effect immediately prior to the entry into effect of the FinSA, and the listing rules of the relevant trading venue in Switzerland.

The Netherlands

Each Dealer represents and agrees, and each further Dealer appointed under the Program will be required to represent and agree, that any Covered Bonds will only be offered in the Netherlands to Qualified Investors within in meaning of the Prospectus Regulation.

Prohibition of Sales to EEA and UK Retail Investors

Unless the Final Terms Document (or Pricing Supplement, as the case may be) in respect of any Covered Bonds specifies the “Prohibition of Sales to EEA and UK Retail Investors” as “Not Applicable,” each Dealer represents and agrees, and each further Dealer appointed under the Program will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Covered Bonds which are the subject of the offering contemplated by the Prospectus as completed by the Final Terms Document (or Pricing Supplement, as the case may be) in relation thereto to any retail investor in the EEA or in the UK. For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
- (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or
 - (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in the Prospectus Regulation (as defined below); and
- (b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the Covered Bonds.

If the Final Terms Document (or Pricing Supplement, as the case may be) in respect of any Covered Bonds specifies “Prohibition of Sales to EEA and UK Retail Investors” as “Not Applicable”, in relation to each member state of the EEA and the UK (each, a “**Relevant State**”), each Dealer represents and agrees, and each further Dealer appointed under the Program will be required to represent and agree, that it has not made and will not make an offer of Covered Bonds which are the subject of the offering contemplated by the Prospectus as completed by the Final Terms Document (or the Pricing Supplement, as the case may be) in relation thereto to the public in that Relevant State except that it may make an offer of Covered Bonds to the public in that Relevant State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer(s) nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within an exemption from the requirement to publish a prospectus as set out in the Prospectus Regulation,

provided that no such offer of Covered Bonds referred to in paragraphs (a) to (c) above shall require the Issuer or any Dealer to publish or supplement a prospectus pursuant to the Prospectus Regulation.

For the purposes of this provision:

- (a) the expression “**an offer of Covered Bonds to the public**” in relation to any Covered Bonds in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the Covered Bonds; and
- (b) the expression “**Prospectus Directive**” means Regulation (EU) 2017/1129 (as amended).

General

These selling restrictions may be modified by the agreement of the Issuer and any relevant Dealer following a change in a relevant law, regulation or directive. Any such modification and any additional selling restrictions with which any relevant Dealer will be required to comply will be set out in the Final Terms Document or the Pricing Supplement issued in respect of the issue of Covered Bonds to which it relates or in a supplement to the Prospectus.

Each Dealer agrees and each further Dealer appointed under the Program will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Covered Bonds or possesses or distributes the Prospectus, any other offering material or any Final Terms Document or any Pricing Supplement and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Covered Bonds under the laws, directives and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the Issuer, the Guarantor, the Bond Trustee nor any of the other Dealers shall have any responsibility therefor. Furthermore, they will not directly or indirectly offer, sell or deliver any Covered Bonds or distribute or publish any form of application, prospectus, advertisement or other offering material except under circumstances that will, to the best of their knowledge and belief, result in compliance with any applicable laws and regulations, and all offers, sales and deliveries of Covered Bonds by them will be made on the same terms.

None of the Issuer, the Guarantor, the Bond Trustee or any of the Dealers represents that Covered Bonds may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer(s) will be required to comply with such other restrictions as the Issuer and the relevant Dealer(s) shall agree as a term of issue and purchase as indicated in the applicable Final Terms Document or Pricing Supplement.

Each Dealer will, unless prohibited by applicable law, furnish to each person to whom they offer or sell Covered Bonds a copy of the Prospectus as then amended or supplemented or, unless delivery of the Prospectus is required by applicable law, inform each such person that a copy will be made available upon request. The Dealers are not authorised to give any information or to make any representation not contained in the Prospectus in connection with the offer and sale of Covered Bonds to which the Prospectus relates.

The Prospectus may be used by the Dealers for offers and sales related to market-making transactions in the Covered Bonds. Any or each of the Dealers may act as principal or agent in these transactions. These sales will be made at prices relating to prevailing market prices at the time of sale. None of the Dealers has any obligation to make a market in the Covered Bonds, and any market-making may be discontinued at any time without notice. The Dealers are participating in the initial distribution of the Covered Bonds.

SCHEDULE 2

Program Conditions Precedent

1. **Legal Opinions:** Canadian law legal opinions from Osler, Hoskin & Harcourt LLP, Canadian legal advisors to the Issuer and the Guarantor, an English law legal opinion from Norton Rose Fulbright, English legal advisors to the Issuer and the Guarantor and such other local law opinions as may be appropriate (and, if the Covered Bonds are offered under Rule 144A or otherwise in the United States, such opinions or other documents as agreed between the parties from U.S. legal advisors to the Issuer and the Guarantor).
2. **Internal and External Authorisations of the Issuer and the Guarantor:** certified copies of constitutive documents of the Issuer and the Guarantor, internal authorisations and external authorisations (if any) of the Issuer and the Guarantor authorising (i) the issue of the Covered Bonds, (ii) any increase in the Program, as applicable, and (iii) the execution of the Transaction Documents to which it is a party.
3. **Auditors' Letter:** any letter, in such form as the Dealers may reasonably request, from KPMG LLP (as the auditors of BNS) , including the most recent specified procedures report delivered to CMHC in accordance with the Guide.
4. **Certificate of Incumbency:** a certificate from each of the Issuer and the Guarantor certifying the names, titles and specimen signatures of the persons authorised on behalf of each of such parties and where applicable:
 - (a) to execute the Transaction Documents to which it is a party or the Covered Bonds (as appropriate);
 - (b) to authorise issues of Covered Bonds and sign or give or deliver all notices and other documents to be delivered in connection with the Transaction Documents; and
 - (c) to take any other action in relation to the Transaction Documents.
5. **Solvency Certificates:** a certificate from each of the Issuer and the Guarantor as to its solvency.
6. **Transaction Documents and Base Prospectus:** copies of the Transaction Documents duly executed by the parties thereto and of the Base Prospectus and confirmation that the executed copies of each Transaction Document have been delivered, in the case of the Trust Deed, to the Bond Trustee and in the case of the Agency Agreement, to the Bond Trustee and the Principal Paying Agent.
7. **Approval and Listing:** a copy of the confirmation from the FCA that the Base Prospectus has been approved as a base prospectus for the purposes of the Prospectus Regulation and confirmation that the FCA will list on the Official List, and that the

London Stock Exchange will admit to trading on the Market any Covered Bonds to be issued under the Program (including any increase in the Program, as applicable) subject to the issuance of such Covered Bonds.

8. **Listing on ISM:** Confirmation from the London Stock Exchange that it has no further comments on the Prospectus and that it will admit to trading on the ISM any Exempt Covered Bonds to be issued under the Program.
9. **Publication:** confirmation from the Issuer that the Prospectus has been published in accordance with Article 21 of the Prospectus Regulation and the ISM Rulebook.
10. **Global Covered Bonds:** Confirmation that master temporary and permanent global Covered Bonds and global registered Covered Bonds, duly executed by the Issuer, have been delivered to the Principal Paying Agent.
11. **Process Agent:** confirmation that the agent appointed to receive service of process on behalf of the Issuer in the United States of America has accepted its appointment.
12. **ISIN, CFI, FIN, WKN Code, Common Code and CUSIP:** an ISIN, CFI, FIN, WKN Code, Common Code and CUSIP (as applicable) relating to the Covered Bonds of the Issuer.
13. **Clearing System:** confirmation that the Covered Bonds have been accepted by DTC, Euroclear, Clearstream, Luxembourg or any alternative clearing system (as appropriate) for clearing and settlement in its or their systems, as appropriate.
14. **Ratings:** confirmation from the Issuer of the rating for the Program obtained from Moody's Investors Service, Inc., Fitch, Inc. and DBRS to the extent any such rating agency is then rating the Covered Bonds or any other rating agency as shall have issued at the request of the Issuer a rating in connection with any Covered Bonds.
15. **Issuer ICSD / Effectuation Agreements:** with respect to Covered Bonds held by a Common Safekeeper, confirmation of the execution and delivery by the Issuer of the Program effectuation authorisation in or substantially in the form required by each of Euroclear and Clearstream, Luxembourg, the execution and delivery of an Issuer-ICSD Agreement in or substantially in the form required by each Euroclear and Clearstream, Luxembourg and the making by the Principal Paying Agent of a Common Safekeeper election in accordance with the requirements of Euroclear and Clearstream, Luxembourg.
16. **DTC Letter of Representation:** with respect to the initial Tranche or Series of Covered Bonds registered in the name of DTC or its nominee, a blanket letter of representation of the Issuer to DTC.

SCHEDULE 3

Dealer Accession Letter

[Date]•

[New Dealer]
[Address]

Dear Sirs/Mesdames,

**The Bank of Nova Scotia
Program for the Issuance of Covered Bonds
unconditionally and irrevocably guaranteed as to payments by
Scotiabank Covered Bond Guarantor Limited Partnership**

We refer to the Third Amended and Restated Program Agreement dated September 4, 2020 and entered into in respect of the above Program for the Issuance of Covered Bonds (such agreement, as further modified, amended or restated from time to time, the “**Program Agreement**”) between ourselves and the Dealers from time to time party thereto, and have pleasure in inviting you to become a Dealer upon the terms of the Program Agreement [but only in respect of **[specify Tranche of Covered Bonds]**]*, a copy of which has been supplied to you by us. You have been supplied with a copy of the Prospectus and the legal opinions referred to in item 1 of Schedule 2 to the Program Agreement, together with copies of such other documents listed in Schedule 2 as you have requested. [We are enclosing copies of the Auditors’ Letter [together with letters from such Auditors addressed to you and giving you the full benefit of the Auditors’ Letter].]** Please return to us a copy of this letter signed by an authorised signatory whereupon you will become a Dealer for the purposes of the Program Agreement with [, subject as hereinafter provided,]* all the authority, rights, powers, duties and obligations of a Dealer under the Program Agreement [except that you shall not have the benefit of the undertaking contained in paragraph (h) of Section 3.03 and shall have the benefit of the undertakings contained in paragraphs (g) and (i) of Section 3.03 and the benefit of Section 10 only up to and including the Issue Date of [describe the relevant Tranche of Covered Bonds]]*.

* To be dated the date of the trade.

* Applies only where the incoming Dealer is being appointed only in relation to a particular Tranche.

** Applies only where incoming Dealer is being appointed a Dealer in relation to the Program generally, the Dealer has requested the benefit of an existing Auditors’ Letter and arrangements acceptable to the Dealer and the Auditors have been made for the Dealer to obtain the benefit of such Auditors’ Letter.

This letter is governed by, and shall be construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Yours faithfully,

The Bank of Nova Scotia

By:

Scotiabank Covered Bond Guarantor Limited Partnership

By:

CONFIRMATION

We hereby accept the appointment as a Dealer and accept all the duties and obligations under, and terms and conditions of, the Program Agreement upon the terms of this letter [but only in respect of **[specify Tranche of Covered Bonds]**]*

We confirm that we are in receipt of all the documents [(other than those which have been waived by agreement between us)] referred to in the second sentence of your letter and have found them to be satisfactory [and waived the production of the documents referred to in paragraph (e) of Section 3.03 of the Program Agreement]**.

For the purposes of the Program Agreement our communications details are as set out below.

[NEW DEALER]

By:

Date:

Address: []

Email: []

Facsimile: []

Attention: []

[]

By:

***[Copies to:

- (i) all existing Dealers who have been appointed in respect of the Program generally; and
- (ii) the existing Principal Paying Agent.]

* Applies only where the incoming Dealer is being appointed only in relation to a particular Tranche.

** Applies only where the incoming Dealer is being appointed only in relation to a particular Tranche. To be modified if incoming Dealer requests the benefit of the undertaking in paragraph (h) of Section 3.03.

*** Applies only where the incoming Dealer is being appointed in respect of the Program generally.

SCHEDULE 4

Notice of Increase of Authorised Amount

To: [list all current Dealers appointed in respect of the Program generally, Paying Agents and Registrars]

Dear Sirs/Mesdames,

**The Bank of Nova Scotia
Program for the Issuance of Covered Bonds
unconditionally and irrevocably guaranteed as to payments by
Scotiabank Covered Bond Guarantor Limited Partnership**

We refer to the Third Amended and Restated Program Agreement dated September 4, 2020 and entered into in respect of the above Program for the Issuance of Covered Bonds (such agreement, as modified or amended from time to time, the “**Program Agreement**”), between ourselves and the Dealers from time to time party thereto). Terms used in the Program Agreement shall have the same meaning in this letter.

Pursuant to Section 10.01 of the Program Agreement, we hereby notify you that the Authorised Amount of the Program shall be increased from [] to [] with effect from [date] or such later date upon which the requirements of Section 10.02 of the Program Agreement shall be fulfilled, subject always to the provisions of Section 10.02 of the Program Agreement.

From the date upon which the increase in the Authorised Amount becomes effective, all references in the Program Agreement to the Program and the Authorised Amount being in a certain principal amount shall be to the increased principal amount as specified herein.

This letter is governed by, and shall be construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Yours faithfully,
The Bank of Nova Scotia

By:

Scotiabank Covered Bond Guarantor Limited Partnership

By:

SCHEDULE 5

Notice Details

The Issuer

The Bank of Nova Scotia

44 King Street West, 24th Floor
Toronto, Ontario
Canada M5H 1H1

Tel: +1 416 866 5712
Fax: +1 416 945 4001
Attention: Managing Director & Head, Funding & Liquidity Management

The Guarantor

Scotiabank Covered Bond Guarantor Limited Partnership

40 King Street West
Scotia Plaza, 64th Floor
Toronto, Ontario
Canada M5H 1H1

The Dealers

Barclays Bank PLC

5 The North Colonnade
Canary Wharf
London E14 4BB
United Kingdom

Tel: +44 (0) 20 7773 9098
Email: mtndskldn@barclays.com
Attention: MTN Dealers

BNP Paribas

16 boulevard des Italiens
75009 Paris
France

Email: emtn.programmes@bnpparibas.com
Attention: MTN Desk

BofA Securities, Inc.

1540 Broadway, NY8-540-26-02
New York, New York 10036
USA

Fax: (646) 855-5958
Email: dg.ha_ua_notices@bofa.com
Attention: High Grade Transaction Management/Legal

Citigroup Global Markets Inc.

388 Greenwich Street
New York, New York 10013
USA

Tel: (212) 816-1135
Fax: (646) 291-5209
Email: TEG.NewYork@citi.com
Attention: Transaction Execution Group

Citigroup Global Markets Limited

Citigroup Centre
33 Canada Square
Canary Wharf
London E14 5LB
United Kingdom

Tel: +44 20 7986 1842
Email: mtndesk@citi.com
Attention: MTN Desk

Credit Suisse Securities (Europe) Limited

One Cabot Square
London E14 4QJ
United Kingdom

Tel: +44 20 7888 9171
Fax: +44 20 7905 6128
Email: tmg.documentation@credit-suisse.com
Attention: DCM Transaction Management

Deutsche Bank Aktiengesellschaft

Mainzer Landstraße 11-17
60329 Frankfurt am Main
Federal Republic of Germany

Tel: + 49-69-910 35257
Fax: + 49-69-910 38152
Email: db.dealerships@db.com
Attention: Capital Markets and Treasury Solutions/Financial Institutions

Goldman Sachs International

Plumtree Court
25 Shoe Lane
London EC4A 4AU
United Kingdom
Tel: +44 20 7774 1000
Fax: +44 20 7774 5711
Attention: Euro Medium Term Note Desk

HSBC France

c/o HSBC Bank plc
8 Canada Square
London E14 5HQ
United Kingdom
Tel: +44 20 7991 8888
Fax: +44 20 7992 4973
Email: transaction.management@hsbcib.com
Attention: Transaction Management Group

J.P. Morgan Securities plc

25 Bank Street, Canary Wharf
London E14 5JP
United Kingdom
Email: EMTN.desk@jpmorgan.com
Attention: Euro Medium Term Note Desk

Merrill Lynch International

2 King Edward Street
London EC1A 1HQ
United Kingdom
Tel: +44 (0)20 7995 3995
Fax: +44 (0)20 7995 0048
Email: dcm_london@bofa.com
Attention: EMTN Trading and Distribution Desk

Morgan Stanley & Co. International plc

25 Cabot Square
Canary Wharf
London E14 4QA
United Kingdom
Tel: +44 (0)20 7677 4799
Fax: +44 (0)20 7056 4984
Attention: Global Capital Markets – Head of Transaction Management Group

Morgan Stanley & Co. LLC

1585 Broadway

New York, New York 10036

USA

Tel: (212) 761-6691

Fax: (212) 507-8999

Attention: Investment Banking Division

NatWest Markets Plc

250 Bishopsgate

London EC2M 4AA

United Kingdom

Tel: +44 (0) 20 7085 4154

Fax: +44 (0) 20 7085 2591

Email: STEM@natwestmarkets.com

Attention: EMTN Desk

UBS AG London Branch

5 Broadgate

London EC2M 2QS

United Kingdom

Tel: +44 (0) 20 7567 2479

Email: ol-emtndesk-london@ubs.com

Attention: MTN Desk

UBS Securities LLC

1285 Avenue of the Americas

New York, New York 10019

USA

Tel: (203) 719-1088

Fax: (203) 719 0495

Attention: Fixed Income Syndicate

Wells Fargo Securities International Limited

33 King William Street

London EC4R 9AT

United Kingdom

Tel: +44 (0)20 3942 8530

Fax: +44 (0)20 7149 8391

Attention: DCM & Syndicate

Wells Fargo Securities LLC

550 South Tryon Street, 5th Floor

Charlotte, North Carolina 28202

USA

Fax: (704) 410-0326

Attention: Transaction Management

*The Arrangers***Barclays Capital Inc.**

745 Seventh Avenue

New York, New York 10019

USA

Fax: (646) 834-8133

Attention: Syndicate Registration

Scotiabank Europe plc

201 Bishopsgate

6th Floor

London EC2M 3NS

United Kingdom

Tel: +44 20 7826 5932

Fax: +44 20 7826 5882

Email: dcmlon@scotiabank.com

Attention: Origination & Syndicate Desk

SCHEDULE 6

Part I – Pro Forma Final Terms Document

THE COVERED BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY CANADA MORTGAGE AND HOUSING CORPORATION (CMHC) NOR HAS CMHC PASSED UPON THE ACCURACY OR ADEQUACY OF THESE FINAL TERMS. THE COVERED BONDS ARE NEITHER INSURED NOR GUARANTEED BY CMHC OR THE GOVERNMENT OF CANADA OR ANY OTHER AGENCY THEREOF.

[MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of each manufacturer’s product approval process, the target market assessment in respect of the Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, **MiFID II**); and (ii) all channels for distribution of the Covered Bonds to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a **distributor**) should take into consideration the manufacturers’ (or manufacturer’s) target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the manufacturers’ (or manufacturer’s) target market assessment) and determining appropriate distribution channels.]¹

[PRIIPS REGULATION / PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS - The Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**) or in the United Kingdom (the **UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); (ii) a customer within the meaning of Directive (EU) 2016/97 where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the **Prospectus Regulation**). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Covered Bonds or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.]²

¹ Legend to be included on front of the Final Terms Document if transaction is in scope of MiFID II and following the ICMA 1 “all bonds to all professionals” target market approach.

² Legend to be included on front of the Final Terms Document if the Covered Bonds potentially constitute “packaged” products and no key information document will be prepared or the Issuer wishes to prohibit offers to EEA and UK retail investors for any other reason, in which case the “Prohibition of Sales to EEA and UK Retail Investors” selling restriction should be specified to be “Applicable”.

[NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT (CHAPTER 289) OF SINGAPORE (the SFA) - [To insert notice if classification of the Covered Bonds is not “capital markets products other than prescribed capital markets products”³, pursuant to Section 309B of the SFA or Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)].]

[Date]

The Bank of Nova Scotia

Legal entity identifier (LEI): [L3I9ZG2KFGXZ61BMYR72]/[●]

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Covered Bonds]
unconditionally and irrevocably guaranteed as to payments of interest and principal by
Scotiabank Covered Bond Guarantor Limited Partnership
under the CAD100 billion
Global Registered Covered Bond Program**

The Prospectus referred to below (as completed by this Final Terms Document) has been prepared on the basis that any offer of Covered Bonds in any member state of the EEA or the UK (each, a **Relevant State**) will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of the Covered Bonds. Accordingly, any person making or intending to make an offer in that Relevant State of the Covered Bonds may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish or supplement a prospectus pursuant to the Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Covered Bonds in any other circumstances.

PART 1

CONTRACTUAL TERMS

[Terms used herein will be deemed to be defined as such for the purposes of the Terms and Conditions set forth in the Prospectus dated 4 September 2020, which [together with the supplemental Prospectus dated [date]] constitute[s] a base prospectus (the **Prospectus**) for the purposes of the [Regulation (EU) 2017/1129] (as amended, the **Prospectus Regulation**)\the Prospectus Regulation]. This document constitutes the final terms of the Covered Bonds described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Prospectus [as so supplemented] in order to obtain all relevant information. The Prospectus is available for viewing at [address] [and] www.londonstockexchange.com/exchange/news/market-news/market-newshome.html and copies of the Prospectus are available free of charge to the public at the Executive Offices of the Issuer and from the specified office of each of the Paying Agents.]

³ Relevant Dealer(s) to consider whether it/they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

[Terms used herein will be deemed to be defined as such for the purposes of the Terms and Conditions set forth in the Prospectus dated [*original date*] which is incorporated by reference in the prospectus dated 4 September 2020, which [together with the supplemental Prospectus dated [date]] constitute[s] a base prospectus (the **Prospectus**) for the purposes of [Regulation (EU) 2017/1129) (as amended, the **Prospectus Regulation**)/the Prospectus Regulation]. This document constitutes the final terms of the Covered Bonds described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Prospectus [as so supplemented] in order to obtain all relevant information. The Prospectus is available for viewing at [address] [and] www.londonstockexchange.com/exchange/news/market-news/market-newshome.html and copies of the Prospectus are available free of charge to the public at the Executive Offices of the Issuer and from the specified office of each of the Paying Agents.]

The Guarantor is not now, and immediately following the issuance of the Covered Bonds pursuant to the Trust Deed will not be, a “covered fund” for purposes of regulations adopted under Section 13 of the Bank Holding Company Act of 1956, as amended, commonly known as the “Volcker Rule.” In reaching this conclusion, although other statutory or regulatory exemptions under the Investment Company Act of 1940, as amended, and under the Volcker Rule and its related regulations may be available, the Guarantor has relied on the exemption from registration set forth in Section 3(c)(5)(C) of the Investment Company Act of 1940, as amended. See *Certain Investment Company Act Considerations* in the Prospectus dated [date].

- | | | |
|----|--|---|
| 1. | (a) Issuer: | The Bank of Nova Scotia |
| | (b) Guarantor: | Scotiabank Covered Bond Guarantor Limited Partnership |
| 2. | (a) Series Number: | [●] |
| | (b) Tranche Number: | [●] |
| | (c) Series which Covered Bonds will be consolidated and form a single Series with: | [●]/[Not Applicable] |
| | (d) Date on which the Covered Bonds will be consolidated and form a single Series with the Series specified above: | [●]/[Issue Date]/[Not Applicable] |
| 3. | Specified Currency or Currencies: | [●] |

4. Aggregate Nominal Amount of Covered Bonds admitted to trading:
- (a) [Series:] [●]
- (b) [Tranche:] [●]
5. Issue Price: [●]% of the Aggregate Nominal Amount [plus accrued interest from [●]]
6. (a) Specified Denominations: [●] (not to be less than €100,000)/[€100,000 and integral multiples of [€1,000] in excess thereof[up to and including [€199,000]]. [No Covered Bonds in definitive form will be issued with a denomination above [€199,000]]/At least [U.S.\$200,000 (and no less than the equivalent of €100,000) and integral multiples of U.S.\$1,000 in excess thereof].
- (b) Calculation Amount: [●]
7. (a) Issue Date: [●]
- (b) Interest Commencement Date: [●]/[Issue Date]/[Not Applicable]
8. (a) Final Maturity Date: [Fixed rate—[●]]/
[Floating rate—Interest Payment Date falling on or nearest to [●]]
- (b) Extended Due for Payment Date of Guaranteed Amounts corresponding to the Final Redemption Amount under the Covered Bond Guarantee: [Fixed rate—[●]]
[Floating rate—Interest Payment Date falling on or nearest to [●]]
9. Interest Basis: [Interest accrues from and including the Interest Commencement Date to, but excluding, the Final Maturity Date at a rate of [[[SONIA/SOFR]/[[●][●] - month EURIBOR/LIBOR]] +/- [●]% Floating Rate] payable [annually] in arrear. Interest accrues from and including the Final Maturity Date to, but excluding, the Extended Due for Payment Date at a rate of [[●]% Fixed Rate] [[[SONIA/SOFR]/[[●][●] - month EURIBOR/LIBOR]] +/- [●]% Floating Rate]

payable monthly in arrear

[Zero Coupon]

10. Redemption/Payment Basis: [Redemption at par]
[Hard Bullet Covered Bond]
11. Change of Interest Basis or Redemption/Payment Basis: [Fixed to Floating] [Floating to Fixed]
[Floating to Floating] [Not Applicable]

[Paragraph [14] is applicable for the period from and including the Interest Commencement Date to but excluding the Final Maturity Date]

[Paragraph [15] is applicable for the period from and including the Final Maturity Date to but excluding the Extended Due for Payment Date]
12. Put/Call Options: [Investor Put]
[Issuer Call]

[(further particulars specified below)]

[Not Applicable]
13. Date of Board approval for issuance of Covered Bonds (if not already disclosed in item 2 under General Information in the Prospectus): [●] [Not Applicable]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. Fixed Rate Covered Bond Provisions: [Applicable/Not Applicable] [from and including the Issue Date to but excluding the Final Maturity Date]
- (a) Rate(s) of Interest: [[●]% per annum payable [annually/semi-annually/quarterly/monthly] in arrears on each Interest Payment Date]

- (b) Interest Payment Date(s): in each year up to and including the Final Maturity Date/[or the earlier of (i) the date on which the Covered Bonds are redeemed in full and (ii) the Extended Due for Payment Date, if applicable] [each, an Original Due for Payment Date] [(provided however that after the Extension Determination Date, the Interest Payment Date shall be monthly)]
- (c) Business Day Convention: [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
- (d) Business Day(s): [As set out in Condition 4.5]
- (e) Additional Business Centre(s): [In addition to ,
- (f) Fixed Coupon Amount(s): per Calculation Amount payable on each Interest Payment Date [other than
- (g) Broken Amount(s): per Calculation Amount, payable on the Interest Payment Date falling [in/on] /[Not Applicable]
- (h) Day Count Fraction: [[Actual/365]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 (Fixed)]/[Actual/Actual (ICMA)]/[Actual/360]/[Actual/365 (Sterling)]/[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]]/[adjusted/not adjusted]
- (i) Determination Date(s): in each year
- (j) Other terms relating to the method of calculating interest for Fixed Rate Covered Bonds: [Not Applicable/
15. Floating Rate Covered Bond Provisions: [Applicable]/[Not Applicable]/[from and including the Final Maturity Date to, but excluding, the Extended Due for Payment Date, if applicable in respect of the Extended Due for Payment Date of Guaranteed Amounts corresponding to the Final Redemption Amount under the Covered Bond Guarantee]
- (a) Specified Period(s): /Not Applicable]

- (b) Specified Interest Payment Date(s): up to and including the [Final Maturity Date] / [the earlier of (i) the date on which the Covered Bonds are redeemed in full and (ii) the Extended Due for Payment Date] [(provided however that after the Extension Determination Date, the Interest Payment Dates shall be [monthly])]/[Not Applicable]
- (c) First Interest Payment Date:
- (d) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/[Not Applicable]]
- (e) Business Day(s): [As set out in Condition 4.5]
- (f) Additional Business Centre(s): [In addition to ,]/[Not Applicable]
- (g) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination]
- (h) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Principal Paying Agent): [Not Applicable]
- (i) Screen Rate Determination: [Applicable]/[Not Applicable]
- Reference Rate: [SONIA/SOFR]/[[]-month]
EURIBOR/LIBOR]
- Interest Determination Date(s): [[][TARGET/[] Business Days [in [] prior to the [] day in each Interest Period/each Interest Payment Date][[] London Banking Day prior to the end of each Interest Period] [[] U.S. Government Securities Business Day prior to the relevant Interest Payment Date for each Interest Period]
- Relevant Screen Page: [Not Applicable]
- Observation Look-Back Period: [[] London Banking Days][Not Applicable]

- Observation Shift Period: US Government Securities Business Days][Not Applicable]
- (j) ISDA Determination: [Applicable/Not Applicable]
- Floating Rate Option:
- Designated Maturity:
- Reset Date:
- (k) Floating Rate Covered Bond Margin(s): +/- % per annum
- (l) Minimum Rate of Interest: % per annum
- (m) Maximum Rate of Interest: % per annum
- (n) Day Count Fraction: [Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
[Actual/Actual (ICMA)]
[Actual/Actual (ISDA)]
30/360
360/360
Bond Basis
30E/360
Eurobond Basis] [adjusted/not adjusted]
16. Zero Coupon Covered Bond Provisions: [Applicable/Not Applicable]
- (a) Accrual Yield: % per annum
- (b) Reference Price:
- (c) Business Day Convention: [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]

- (d) Business Day(s):
- (e) Additional Business Centre(s)
- (f) Day Count Fraction in relation to Early Redemption Amounts and late payment: [Conditions 6.7(b) and 6.10(b) apply][adjusted/not adjusted]
- (g) Determination Date(s):

PROVISIONS RELATING TO REDEMPTION

17. Issuer Call: [Applicable/Not Applicable]
- (a) Optional Redemption Date(s):
- (b) Optional Redemption Amount of each Covered Bond and method, if any, of calculation of such amount(s): per Calculation Amount
- (c) If redeemable in part:
- (i) Minimum Redemption Amount: per Calculation Amount
- (ii) Maximum Redemption Amount: per Calculation Amount
18. Put Option: [Applicable/Not Applicable]
- (a) Optional Redemption Date(s):
- (b) Optional Redemption Amount(s) of each Covered Bond and method, if any, of calculation of such amount(s): per Calculation Amount
19. Final Redemption Amount of each Covered Bond: per Calculation Amount

20. Early Redemption Amount of each Covered Bond payable on redemption for taxation reasons or illegality or upon acceleration following an Issuer Event of Default or Guarantor Event of Default or other early redemption and/or the method of calculating the same (if required or if different from that set out in Condition 6.7 (Early Redemption Amounts)): [●] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE COVERED BONDS

21. Form of Covered Bonds: [Bearer Covered Bonds:
[Temporary Global Covered Bond exchangeable for Bearer Definitive Covered Bonds on [●] days' notice]
[Temporary Global Covered Bond exchangeable for a Permanent Global Covered Bond which is exchangeable for Bearer Definitive Covered Bonds only upon an Exchange Event]]
[Registered Covered Bonds:
[Regulation S Global Covered Bond ([●] nominal amount) registered in the name of the [Common Depositary/Common Safekeeper] for [DTC or its nominee/Euroclear and Clearstream, Luxembourg or its nominee]]Rule 144A Global Covered Bond ([●] nominal amount) registered in the name of the [Common Depositary/Common Safekeeper] for [DTC or its nominee/Euroclear and Clearstream, Luxembourg or its nominee]]
22. New Global Covered Bond: [Yes/No]
23. Global Covered Bond held under the New Safekeeping Structure: [Yes/No]
24. Financial Centre(s) or other special provisions relating to payment dates: [Not Applicable/[In addition to [●],[●]]]

- 25. Talons for future Coupons to be attached to Bearer Definitive Covered Bonds (and dates on which such Talons mature): [Yes/No]
- 26. Redenomination, renominalisation and reconventioning provisions: [Not Applicable/The provisions in Condition 5.8 (Redenomination) apply]

THIRD PARTY INFORMATION

[Not Applicable][●] has been extracted from [●]. Each of the Issuer and the Guarantor confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By: _____

Duly authorised

Signed on behalf of the Guarantor by its managing general partner Scotiabank Covered Bond GP Inc.:

By: _____

Duly authorised

PART 2
OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (a) Listing and admission to trading: Application is expected [to/has] [be/been] made by the Issuer (or on its behalf) for the Covered Bonds to be admitted to trading on the London Stock Exchange's Main Market and to the Official List of the FCA with effect from [●].

[Tranche[s] [●] of the Covered Bonds [is/are] already admitted to the Main Market of the London Stock Exchange] with effect from [●].]

- (b) Estimate of total expenses related to admission to trading: [●]

2. RATINGS

Ratings: The Covered Bonds to be issued [are expected to be][have been rated]:

Fitch: AAA

Moody's: Aaa

DBRS: AAA

(include a brief explanation of the meaning of any ratings)

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save as discussed in *Selling Restrictions*, so far as the Issuer and the Guarantor are aware, no person involved in the offer of the Covered Bonds has an interest material to the offer. The relevant [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.]

4. **YIELD** (*Fixed Rate Covered Bonds only*)

Indication of yield:

[The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

5. **OPERATIONAL INFORMATION**

(a) ISIN Code:

(b) Common Code:

(c) CFI: See website of the Association of the National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN] [Not Applicable]

(d) FISN: See website of the Association of the National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN] [Not Applicable]

(e) WKN Code: [Not Applicable]

(f) Any clearing system(s) other than DTC, Euroclear or Clearstream, Luxembourg and the relevant identification number(s) or codes such as CUSIP and CINS codes: [Not Applicable/

(g) Name and address of initial Paying Agent(s)/Registrar(s)/Transfer Agent(s): [The Bank of Nova Scotia, London Branch, acting through its office at 201 Bishopsgate, 6th Floor, London EC2M 3NS]

(h) Names and addresses of additional Paying Agent(s)/Transfer Agent(s) (if any):

- (i) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation “yes” simply means that the Covered Bonds are intended upon issue to be deposited with one of the ICSDs as common safekeeper[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper] [*include this text for Registered Covered Bonds which are to be held under the NSS*] and does not necessarily mean that the Covered Bonds will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

[No. Whilst the designation is specified as “no” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Covered Bonds are capable of meeting them the Covered Bonds may then be deposited with one of the ICSDs as common safekeeper [, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper] [*include this text for Registered Covered Bonds*]. Note that this does not necessarily mean that the Covered Bonds will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

6. DISTRIBUTION

U.S. Selling Restrictions

[Regulation S compliance category 2,] [TEFRA D/TEFRA C/TEFRA not applicable] [[not] Rule 144A eligible]

Prohibition of Sales to EEA and [Applicable/Not Applicable]
UK Retail Investors

(If the Covered Bonds clearly do not constitute “packaged” products, “Not Applicable” should be specified. If the Covered Bonds may constitute “packaged” products and no key information document will be prepared or if the Issuer wants to prohibit offers to EEA and UK retail investors for any other reason, “Applicable” should be specified.)

7. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

- (i) Use of proceeds: [As specified in the Prospectus] [●]
- (ii) Estimated Net Proceeds: [●]

8. UNITED STATES TAX CONSIDERATIONS

[Not applicable]/For U.S. federal income tax purposes, the Issuer will treat the Covered Bonds as [fixed-rate debt/fixed-rate debt issued with original issue discount/contingent payment debt instruments, [for which purpose, the comparable yield relating to the Covered Bonds will be [●] percent compounded [semi-annually/quarterly/monthly], and that the projected payment schedule with respect to a Covered Bond consists of the following payments: [●]/for which purpose, the comparable yield and the projected payment schedule are available by contacting [●] at [●]]/variable rate debt instruments/variable rate debt instruments issued with original issue discount/foreign currency Covered Bonds/foreign currency Covered Bonds issued with original issue discount/foreign currency contingent payment debt instruments, [for which purpose, the comparable yield relating to the Covered Bonds will be [●] percent compounded [semi-annually/quarterly/monthly], and that the projected payment schedule with respect to a Covered Bond consists of the following payments: [●]/for which purpose, the comparable yield and the projected payment schedule are available by contacting [●] at [●]]/short-term Covered Bonds.]

[For a Qualified Reopening of Covered Bonds issued in compliance with Rule 144A:][Qualified Reopening. The issuance of the Covered Bonds should be treated as a “qualified reopening” of the Covered Bonds issued on [●] within the meaning of the regulations promulgated by the United States Department of the Treasury governing original issue discount on debt instruments (the **OID Regulations**). Therefore, for purposes of the OID Regulations, the Covered Bonds issued in this offering should be treated as having the same issue date and the same issue price as the Covered Bonds issued on [●] and should [not] be considered to have been issued with original issue discount for U.S. federal income tax purposes.]

SCHEDULE 6
Part II – Pro Forma Pricing Supplement*

Set out below is a form of Pricing Supplement for use in connection with Exempt Covered Bonds issued under the Program. This pro forma Pricing Supplement is subject to completion and amendment to set out the terms upon which each Tranche or Series of Exempt Covered Bonds is to be issued.

IMPORTANT NOTICE

In accessing the attached pricing supplement (the Pricing Supplement) you agree to be bound by the following terms and conditions.

The information contained in the Pricing Supplement may be addressed to and/or targeted at persons who are residents of particular countries only as specified in the Pricing Supplement and/or in the Prospectus (as defined in the Pricing Supplement) and is not intended for use and should not be relied upon by any person outside those countries and/or to whom the offer contained in the Pricing Supplement is not addressed. Prior to relying on the information contained in the Pricing Supplement, you must ascertain from the Pricing Supplement and/or Prospectus whether or not you are an intended addressee of the information contained therein.

The Guarantor is not now, and immediately following the issuance of the Covered Bonds pursuant to the Trust Deed will not be, a “covered fund” for purposes of regulations adopted under Section 13 of the Bank Holding Company Act of 1956, as amended, commonly known as the “Volcker Rule.” In reaching this conclusion, although other statutory or regulatory exemptions under the Investment Company Act of 1940, as amended, and under the Volcker Rule and its related regulations may be available, the Guarantor has relied on the exemption from registration set forth in Section 3(c)(5)(C) of the Investment Company Act of 1940, as amended. See *Certain Investment Company Act Considerations* in the Prospectus dated [date].

Neither the Pricing Supplement nor the Prospectus constitutes an offer to sell or the solicitation of an offer to buy securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, exemption from registration or qualification under the securities law of any such jurisdiction.

THE COVERED BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY CANADA MORTGAGE AND HOUSING CORPORATION (CMHC) NOR HAS CMHC PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. THE COVERED BONDS ARE NEITHER INSURED NOR GUARANTEED BY CMHC OR THE GOVERNMENT OF CANADA OR ANY OTHER AGENCY THEREOF. NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH REGULATION (EU) 2017/1129 (AS AMENDED, THE PROSPECTUS REGULATION) FOR THIS ISSUE OF

* To be used for Covered Bonds that are issued in connection with Rule 144A.

COVERED BONDS. THE COVERED BONDS WHICH ARE THE SUBJECT OF THIS PRICING SUPPLEMENT ARE NOT COMPLIANT WITH THE PROSPECTUS REGULATION AND THE FCA HAS NEITHER APPROVED NOR REVIEWED THE INFORMATION CONTAINED IN THIS PRICING SUPPLEMENT.

[MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of each manufacturer’s product approval process, the target market assessment in respect of the Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, **MiFID II**); and (ii) all channels for distribution of the Covered Bonds to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a **distributor**) should take into consideration the manufacturers’ (or manufacturer’s) target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the manufacturers’ (or manufacturer’s) target market assessment) and determining appropriate distribution channels.]¹ **[other appropriate target market legend to be included.]**

[PRIIPS REGULATION/PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS - The Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**) or in the United Kingdom (the **UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); (ii) a customer within the meaning of Directive (EU) 2016/97 where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the **Prospectus Regulation**). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIPs Regulation**) for offering or selling the Covered Bonds or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.]²

[NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT (CHAPTER 289) OF SINGAPORE (the SFA) - [To insert notice if classification of the Covered Bonds is not “capital markets products other than prescribed capital markets products”³, pursuant to Section 309B of the SFA or Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)].]

¹ Legend to be included on front of the Pricing Supplement if ISM Covered Bonds and if transaction is in scope of MiFID II and following the ICMA “all bonds to all professionals” target market approach.

² Legend to be included on front of the Pricing Supplement if the Covered Bonds potentially constitute “packaged” products and no key information document will be prepared or the Issuer wishes to prohibit offers to EEA and UK retail investors for any other reason, in which case the “Prohibition of Sales to EEA and UK Retail Investors” selling restriction should be specified to be “Applicable”.

³ Relevant Dealer(s) to consider whether it/they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

[Date]

The Bank of Nova Scotia

Legal entity identifier (LEI): [L3I9ZG2KFGXZ61BMYR72]/[●]

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Covered Bonds]
unconditionally and irrevocably guaranteed as to payments of interest and principal by
Scotiabank Covered Bond Guarantor Limited Partnership
under the CAD100 billion
Global Registered Covered Bond Program**

The Prospectus referred to below (as completed by this Pricing Supplement) has been prepared on the basis that any offer of Covered Bonds in any member state of the EEA or the UK (each, a **Relevant State**) will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of the Covered Bonds. Accordingly, any person making or intending to make an offer in that Relevant State of the Covered Bonds may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish or supplement a prospectus pursuant to the Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Covered Bonds in any other circumstances.

PART A

CONTRACTUAL TERMS

[[Terms used herein will be deemed to be defined as such for the purposes of the Terms and Conditions set forth in the Prospectus dated 4 September 2020[, together with the supplemental Prospectus dated [date]]([collectively,] the **Prospectus**). This document constitutes the pricing supplement of the Covered Bonds described herein and must be read in conjunction with the Prospectus. Copies of the Prospectus are available free of charge to the public at the Executive Offices of the Issuer and from the specified office of each of the Paying Agents.]

[This document constitutes the pricing supplement of the Covered Bonds described herein and must be read in conjunction with the Prospectus dated 4 September 2020[, together with the supplemental Prospectus dated [date]] ([collectively,] the **Prospectus**). Copies of the Prospectus are available free of charge to the public at the Executive Offices of the Issuer and from the specified office of each of the Paying Agents.

Terms used herein will be deemed to be defined as such for the purposes of the Terms and Conditions set forth in the Prospectus dated [original date][, together with the supplemental Prospectus dated [date]] which [is/are] incorporated by reference into the Prospectus].

The Covered Bonds have not been and will not be registered under the Securities Act of 1933, as amended (the **Securities Act**). The Covered Bonds are being offered only to qualified institutional buyers pursuant to Rule 144A under the Securities Act and non-U.S. persons in reliance upon Regulation S under the Securities Act.

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or subparagraphs. Italics denote guidance for completing the Pricing Supplement.]

1. (a) Issuer: The Bank of Nova Scotia
 - (b) Guarantor: Scotiabank Covered Bond Guarantor Limited Partnership
 2. (a) Series Number: [●]
 - (b) Tranche Number: [●]
- (If fungible with an existing Series, details of that Series, including the date on which the Covered Bonds become fungible)
3. Specified Currency or Currencies: [●]
 4. Aggregate Nominal Amount of Covered Bonds admitted to trading:
 - (a) [Series:] [●]
 - (b) [Tranche:] [●]
 5. Issue Price: [●]% of the Aggregate Nominal Amount [plus accrued interest from [●]] *(if applicable)*
 6. (a) Specified Denominations: [●] *(not to be less than €100,000 in the case if Covered Bonds admitted to the ISM)*]/[€100,000 and integral multiples of [€1,000] in excess thereof up to and including [€199,000].] [No Covered Bonds in definitive form will be issued with a denomination above [€199,000]]/ At least [U.S.\$200,000 *(and no less than the equivalent of €100,000 in the case if Covered Bonds admitted to the ISM)*] and integral multiples of U.S.\$1,000 in excess thereof.]
- (N.B. Where multiple denominations above €100,000 (or the equivalent in another currency) are being used the following sample wording should be followed: €100,000 (or the equivalent in another currency) and integral*

multiples of [€1,000] in excess thereof [up to and including [€199,000]. No Bearer Covered Bonds in definitive form will be issued with a denomination above [€199,000]].)

[So long as the Covered Bonds are represented by a Temporary Global Covered Bond or a Permanent Global Covered Bond and the relevant clearing system(s) so permit, the Covered Bonds will be tradable only in the principal amounts of at least the Specified Denomination (or if more than one Specified Denomination, the lowest Specified Denomination) and higher integral multiples of [●], notwithstanding that no Bearer Covered Bonds in definitive form will be issued with a denomination above [●]]

- (b) Calculation Amount: [●]
(Applicable to Covered Bonds in definitive form)
(If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination or integral multiples, insert the highest common factor. N.B. There must be a common factor in the case of two or more Specified Denominations or integral multiples.)
7. (a) Issue Date: [●]
- (b) Interest Commencement Date: [●]/[Issue Date]/[Not Applicable]
8. (a) Final Maturity Date: [Fixed rate—[specify date]]/
 [Floating rate—Interest Payment Date falling on or nearest to [specify month and year]]
- (b) Extended Due for Payment Date of Guaranteed Amounts corresponding to the Final Redemption Amount under the Covered Bond Guarantee: [Fixed rate—[specify date]]
 [Floating rate—Interest Payment Date falling on or nearest to [specify month and year, falling after the Final Maturity Date]]

9. Interest Basis: [Interest accrues from and including the Interest Commencement Date to, but excluding, the Final Maturity Date at a rate of [[[SONIA/SOFR]/[[●][●]] - month EURIBOR/LIBOR]] +/- [●]% Floating Rate] payable [annually] in arrear. Interest accrues from and including the Final Maturity Date to, but excluding, the Extended Due for Payment Date at a rate of [[●]% Fixed Rate] [[[SONIA/SOFR]/[[●][●]] - month EURIBOR/LIBOR]] +/- [●]% Floating Rate] payable monthly in arrear
- [Zero Coupon]
10. Redemption/Payment Basis: [Redemption at par]
- [Hard Bullet Covered Bond]
- [specify other]
11. Change of Interest Basis or [●][Not Applicable]
Redemption/Payment Basis:
- [Paragraph [14] is applicable for the period from and including the Interest Commencement Date to but excluding the Final Maturity Date]
- [Paragraph [15] is applicable for the period from and including the Final Maturity Date to but excluding the Extended Due for Payment Date]
- (Specify details of any provision for convertibility of Covered Bonds into another Interest Basis or Redemption/Payment Basis)*
12. Put/Call Options: [Investor Put]
- [Issuer Call]
- [(further particulars specified below)]
- [Not Applicable]

13. [Date of [Board] approval for issuance of Covered Bonds (if not already disclosed in item 2 under General Information in the Prospectus): [Not Applicable]

(N.B. Only relevant where Board (or similar authorization) is required for the particular Tranche of Covered Bonds or the Covered Bond Guarantee)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. Fixed Rate Covered Bond Provisions: [Applicable/Not Applicable] [from and including the Issue Date to but excluding the Final Maturity Date]

(If not applicable, delete the remaining subparagraphs of this paragraph)

- (a) Rate(s) of Interest: percent per annum payable [annually/semi-annually/quarterly/monthly] in arrears on each Interest Payment Date]

(N.B. If an Extended Due for Payment Date is specified, interest following the Due for Payment Date will continue to accrue and be payable on any unpaid amount at a Rate of Interest determined in accordance with Condition 4.2 (Interest on Floating Rate Covered Bonds))

- (b) Interest Payment Date(s): in each year up to and including the Final Maturity Date/[or the earlier of (i) the date on which the Covered Bonds are redeemed in full and (ii) the Extended Due for Payment Date, if applicable]/[specify other] [each, an Original Due for Payment Date] [*provided however that after the Extension Determination Date, the Interest Payment Date shall be monthly*]

- (c) Business Day Convention: [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]/[specify other]

- (d) Business Day(s): [As set out in Condition 4.5]

- (e) Additional Business Centre(s): [In addition to [●],[●]]
- (f) Fixed Coupon Amount(s): [●] per Calculation Amount
- (g) Broken Amount(s): [●] per Calculation Amount, payable on each Interest Payment Date [other than [●]]/[Not Applicable]
- (h) Day Count Fraction: [[Actual/365]/[Actual/Actual]/[Actual/Actual (ISDA)],[Actual/365 (Fixed)],[Actual/Actual (ICMA)],[Actual/360]/[Actual/365 (Sterling)],[30/360]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]]/[adjusted/not adjusted]
- (N.B. If interest is not payable on a regular basis (for example, if Broken Amounts are specified) Actual/Actual (ICMA) may not be a suitable Day Count Fraction)*
- (i) Determination Date(s): [●] in each year
- (N.B. Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon) (This will need to be amended in the case of regular interest payment dates which are not of equal durations)*
- (N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA))*
- (j) Other terms relating to the method of calculating interest for Fixed Rate Covered Bonds: [Not Applicable]/[Give details]]

15. Floating Rate Covered Bond [Applicable]/[Not Applicable]/[from and including the Final Maturity Date to, but excluding, the Extended Due for Payment Date, if applicable in respect of the Extended Due for Payment Date of Guaranteed Amounts corresponding to the Final Redemption Amount under the Covered Bond Guarantee]
- Provisions:
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Specified Period(s): /[Not Applicable]
- (b) Specified Payment Date(s): up to and including the [Final Maturity Date] / [the earlier of (i) the date on which the Covered Bonds are redeemed in full and (ii) the Extended Due for Payment Date] [(provided however that after the Extension Determination Date, the Interest Payment Dates shall be [monthly])]/[Not Applicable]
- (NB: Specify the Interest Period(s)/Interest Payment Date(s) up to and including the Extended Due for Payment Date, if applicable)*
- (c) First Interest Payment Date:
- (d) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/[Not Applicable]]
- (e) Business Day(s): [As set out in Condition 4.5]
- (f) Additional Business Centre(s): [In addition to ,]/[Not Applicable]
- (g) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination]/[specify other]
- (h) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Principal Paying Agent): /[Not Applicable]

- (i) Screen Rate Determination: [Applicable]/[Not Applicable]
- Reference Rate : [SONIA/SOFR]/[[]-month] []
 EURIBOR/LIBOR] (*Either SONIA, LIBOR, EURIBOR or other, although additional information is required if other — including amendment to fallback provisions in the Terms and Conditions*)
- Interest Determination Date(s): [] (*The number of London Banking Days prior to the end of each Interest Period if SONIA as set out under Observation Look-Back Period, the number of U.S. Government Securities Business Days prior to the end of each Interest Period if SOFR as set out under Observation Shift Period, second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR, the second day on which the TARGET System is open prior to the start of each Interest Period if EURIBOR,*)
- Relevant Screen Page: [][Not Applicable]
- (N.B. Specify the Interest Determination Date(s) up to and including the Extended Due for Payment Date, if applicable)*
- Observation Look-Back Period: [[] London Banking Days][Not Applicable]
- Observation Shift Period: [[] US Government Securities Business Days][Not Applicable]
- (j) ISDA Determination: [Applicable/Not Applicable]
- Floating Rate Option: []
- Designated Maturity: []
- Reset Date: []
- (k) Floating Rate Covered Bond Margin(s): [+/-] []% per annum
- (l) Minimum Rate of Interest: []% per annum

- (m) Maximum Rate of Interest: % per annum
- (n) Day Count Fraction: Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
[Actual/Actual (ICMA)]
[Actual/Actual (ISDA)]
30/360
360/360
Bond Basis
30E/360
Eurobond Basis] [adjusted/not adjusted]
- (o) Fallback provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Covered Bonds which are Exempt Covered Bonds, if different from those set out in the Conditions:
16. Zero Coupon Covered Bond Provisions: Applicable/Not Applicable
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Accrual Yield: % per annum
- (b) Reference Price:
- (c) Any other formula/basis of determining amount payable: *(Consider applicable Day Count Fraction if not U.S. dollar denominated)*
- (d) Business Day Convention: Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/[specify other]]

- (e) Business Day(s): [●]
- (f) Additional Business Centre(s) [●]
- (g) Day Count Fraction in relation to Early Redemption Amounts and late payment: [Conditions 6.7(b) and 6.10(b) apply] [adjusted/not adjusted]
- (h) Determination Date(s): [●]

(N.B. Zero Coupon Covered Bonds are not to be issued with an Extended Due for Payment Date unless otherwise agreed with the Dealers and the Bond Trustee)

PROVISIONS RELATING TO REDEMPTION

17. Issuer Call: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Optional Redemption Date(s): [●]
- (N.B. Optional Redemption Dates must be Interest Payment Dates unless otherwise agreed with the Dealers and the Bond Trustee)*
- (b) Optional Redemption Amount of each Covered Bond and method, if any, of calculation of such amount(s): [●] per Calculation Amount
- (c) If redeemable in part:
- (i) Minimum Redemption Amount: [●] per Calculation Amount
- (ii) Maximum Redemption Amount: [●] per Calculation Amount

- (d) Notice period (if other than as set out in the Terms and Conditions): [●]
(N.B. If setting notice periods which are different to those provided in the Terms and Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent or Bond Trustee)
18. Put Option: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Optional Redemption Date(s): [●]
- (b) Optional Redemption Amount(s) of each Covered Bond and method, if any, of calculation of such amount(s): [●] per Calculation Amount
- (c) Notice Period: [●]
(NB: If setting notice periods which are different to those provided in the terms and conditions, issuers are advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the issuer or any trustee)
19. Final Redemption Amount of each Covered Bond: [●] per Calculation Amount
20. Early Redemption Amount of each Covered Bond payable on redemption for taxation reasons or illegality or upon acceleration following an Issuer Event of Default or Guarantor Event of Default or other early redemption and/or the method of calculating the same (if required or if different from [●] per Calculation Amount

that set out in Condition 6.7 (Early Redemption Amounts)):

GENERAL PROVISIONS APPLICABLE TO THE COVERED BONDS

21. Form of Covered Bonds: Bearer Covered Bonds:
- [Temporary Global Covered Bond exchangeable for Bearer Definitive Covered Bonds on [●] days' notice]
- [Temporary Global Covered Bond exchangeable for a Permanent Global Covered Bond which is exchangeable for Bearer Definitive Covered Bonds only upon an Exchange Event]
- Registered Covered Bonds:
- Regulation S Global Covered Bond ([●] nominal amount) registered in the name of the [common depository/Common Safekeeper] for [DTC or its nominee/Euroclear and Clearstream, Luxembourg or its nominee]
22. New Global Covered Bond: [Yes/No]
23. Global Covered Bond held under the New Safekeeping Structure: [Yes/No]
24. Financial Centre(s) or other special provisions relating to payment dates: [Not Applicable/[In addition to [●],[●]]]
- (Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which subparagraphs 15(d), 16(e) and 17(e) relate)*
25. Talons for future Coupons to be attached to Bearer Definitive Covered Bonds (and dates on which such Talons mature): [Yes/No]
26. Redenomination, renominalization and reconventioning provisions: [Not Applicable/The provisions in Condition 5.8 (Redenomination) apply]

PURPOSE OF PRICING SUPPLEMENT

This Pricing Supplement comprises the pricing supplement required for issue of Exempt Covered Bonds described herein pursuant to the CAD100 billion Global Registered Covered Bond Program of The Bank of Nova Scotia.

RESPONSIBILITY

Each of the Issuer and the Guarantor accepts responsibility for the information contained in this Pricing Supplement. **[[●] has been extracted from [●]. Each of the Issuer and the Guarantor confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced information inaccurate or misleading.]**

Signed on behalf of the Issuer:

By: _____

Duly authorised

Signed on behalf of the Guarantor by its managing general partner Scotiabank Covered Bond GP Inc.:

By: _____

Duly authorised

PART B
OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (a) Listing and admission to trading: [Not Applicable] [Application has been made by the Issuer (or on its behalf) for the Covered Bonds to be admitted to trading on the [the International Securities Market] [(insert name of stock exchange outside of the EEA or the UK)] with effect from [●].] [Application is expected to be made by the Issuer (or on its behalf) for the Covered Bonds to be admitted to trading on the [the International Securities Market] [(insert name of stock exchange outside of the EEA or the UK)] with effect from [●].]

[Tranche[s] [●] of the Covered Bonds [is/are] already admitted to [the International Securities Market] [(insert name of stock exchange outside of the EEA or the UK)] with effect from [●].]

- (b) Estimate of total expenses related to admission to trading: [●]

2. RATINGS

Ratings:

The Covered Bonds to be issued [are expected to be] [have been] rated:

Fitch: AAA

Moody's: Aaa

DBRS: AAA

(include a brief explanation of the meaning of any ratings)

3. **INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE**

[Save as discussed in *Selling Restrictions*, so far as the Issuer and the Guarantor are aware, no person involved in the offer of the Covered Bonds has an interest material to the offer.] The relevant [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.

4. **YIELD (*Fixed Rate Covered Bonds only*)**

Indication of yield:

[The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

5. **OPERATIONAL INFORMATION**

(a) ISIN Code:

(b) Common Code:

(c) CFI: See website of the Association of the National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN
[Not Applicable]

(d) FISN: See website of the Association of the National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN
[Not Applicable]

(e) WKN Code: [Not Applicable]

(f) Any clearing system(s) other than DTC, Euroclear or Clearstream, Luxembourg and the relevant identification number(s) or codes such as CUSIP and CINS codes: [Not Applicable/

- (g) Name and address of initial Paying Agent(s)/Registrar(s)/Transfer Agent(s): [The Bank of Nova Scotia, London Branch, acting through its office at 201 Bishopsgate, 6th Floor, London EC2M 3NS]
- (h) Names and addresses of additional Paying Agent(s)/Transfer Agent(s) (if any):
- (i) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation “yes” simply means that the Covered Bonds are intended upon issue to be deposited with one of the ICSDs as common safekeeper[, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper] *[include this text for Covered Bonds which are to be held under the NSS]* and does not necessarily mean that the Covered Bonds will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]
- [No. Whilst the designation is specified as “no” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Covered Bonds are capable of meeting them the Covered Bonds may then be deposited with one of the ICSDs as common safekeeper [, and registered in the name of a nominee of one of the ICSDs acting as common safekeeper] *[include this text for Registered Covered Bonds]*. Note that this does not necessarily mean that the Covered Bonds will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

6. DISTRIBUTION

- (a) If syndicated, names of Managers: [Not Applicable/[●]]
- (b) Stabilizing Manager (if any): [Not Applicable/[●]]
- (c) If non-syndicated, name and address of Dealer: [●]
- (d) U.S. Selling Restrictions: [Regulation S compliance category 2,] [TEFRA D/TEFRA C/TEFRA not applicable] [[not] Rule 144A eligible]
- (e) ERISA: [Yes/No]
- (f) Non-exempt Offer: Not Applicable
- (g) Additional selling restrictions: [Not Applicable/[●]]
- (h) Additional United States Tax Considerations: [Not Applicable/[●]]
- (i) Prohibition of Sales to EEA and UK Retail Investors: [Applicable/Not Applicable]

(If the Covered Bonds clearly do not constitute “packaged” products, “Not Applicable” should be specified. If the Covered Bonds may constitute “packaged” products and no key information document will be prepared or if the Issuer wants to prohibit offers to EEA and UK retail investors for any other reason, “Applicable” should be specified.)

[7. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

- (i) Use of proceeds: [As specified in the Prospectus] [●]
- (ii) Estimated Net Proceeds: [●]

7. UNITED STATES TAX CONSIDERATIONS

[Not applicable]/For U.S. federal income tax purposes, the Issuer will treat the Covered Bonds as [fixed-rate debt/fixed-rate debt issued with original issue discount/contingent payment debt instruments, [for which purpose, the comparable yield relating to the Covered Bonds will be [●] percent compounded [semi-annually/quarterly/monthly], and that the projected payment schedule with respect to a Covered Bond consists of the following payments: [●]/for which purpose, the comparable yield and the projected payment schedule are available by contacting [●] at [●]]/variable rate debt instruments/variable rate debt instruments issued with original issue discount/foreign currency Covered Bonds/foreign currency Covered Bonds issued with original issue discount/foreign currency contingent payment debt instruments, [for which purpose, the comparable yield relating to the Covered Bonds will be [●] percent compounded [semi-annually/quarterly/monthly], and that the projected payment schedule with respect to a Covered Bond consists of the following payments: [●]/for which purpose, the comparable yield and the projected payment schedule are available by contacting [●] at [●]]/short-term Covered Bonds.]

[For a Qualified Reopening of Covered Bonds issued in compliance with Rule 144A:][Qualified Reopening. The issuance of the Covered Bonds should be treated as a “qualified reopening” of the Covered Bonds issued on [●] within the meaning of the regulations promulgated by the United States Department of the Treasury governing original issue discount on debt instruments (the **OID Regulations**). Therefore, for purposes of the OID Regulations, the Covered Bonds issued in this offering should be treated as having the same issue date and the same issue price as the Covered Bonds issued on [●] and should [not] be considered to have been issued with original issue discount for U.S. federal income tax purposes.]

SCHEDULE 7

Pro Forma Subscription Agreement

[Illustrative form of Subscription Agreement where an issue of Covered Bonds is syndicated among a group of institutions]

THE BANK OF NOVA SCOTIA

- and -

OTHERS

SUBSCRIPTION AGREEMENT

in respect of

[insert principal amount]

[description of Series]

issued under the

CAD100,000,000,000

Program for the Issuance of Covered Bonds
unconditionally and irrevocably guaranteed as to payments of interest and principal by
Scotiabank Covered Bond Guarantor Limited Partnership
(the “**Program**”)

THIS AGREEMENT is made on []

BETWEEN:

The Bank of Nova Scotia (the “**Issuer**”);

Scotiabank Covered Bond Guarantor Limited Partnership (the “**Guarantor**”)

[] as lead manager(s) (the “**Lead Manager(s)**”); and

[], [], and [] (together with the Lead Manager(s), (the “**Managers**”).

WHEREAS

- (A) The Issuer has established a Program for the issuance of Covered Bonds which will be unconditionally and irrevocably guaranteed as to payments by the Guarantor in connection with which it entered into a Third Amended and Restated Program Agreement dated September 4, 2020, (the “**Program Agreement**,” which expression shall include any further amendments or supplements thereto or restatements thereof) and made between the Issuer and certain other institutions named therein.
- (B) Pursuant to the Program Agreement, the Issuer is entitled to sell Covered Bonds (as defined in the Program Agreement) issued under the Program to institutions who become Dealers in relation to a particular Tranche of Covered Bonds only. Each of the Managers is either a Dealer in relation to the Program or has agreed to become a Dealer in relation to the Covered Bonds (as defined below) pursuant to the provisions of this Agreement.
- (C) Pursuant to this Agreement, the Issuer proposes to issue [**principal amount**] [**description of Series**] (the “**Covered Bonds**”) and the Managers wish to subscribe for such Covered Bonds.
- (D) This Agreement is supplemental to the Program Agreement.

IT IS HEREBY AGREED as follows:

1. **Definitions**

The provisions of the Program Agreement apply to this Agreement, *mutatis mutandis*, as if expressly incorporated herein. All words and expressions defined in the Program Agreement shall, where the context so requires and admits, have the same meanings in this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the Program Agreement, the provisions of this Agreement shall apply. Each of the Managers hereby acknowledges receipt of a copy of the Program Agreement and the Prospectus. “**Time of Sale**” means [**specify**] a.m./p.m. ([**specify**] time) on [**specify**]. “**Investor Presentation**” means [**specify**]. “**Marketing Materials**” means [**specify**].

2. Subscription of the Covered Bonds

- (a) [With respect to offers and sales of Covered Bonds pursuant to this Agreement, the additional representation and warranty is made by the Issuer and the Guarantor, as applicable, to the Managers, on the date on which this Agreement is made, at the Time of Sale, and on the Issue Date, in each case, with reference to the facts and circumstances then subsisting: assuming that the representations, warranties and covenants made by the Managers in the Program Agreement are true and correct and have been and will be complied with, and that the Covered Bonds are offered and sold in accordance with the relevant Offering Document, no registration of the Covered Bonds under the Securities Act is required for the offer, sale and delivery of the Covered Bonds in the manner contemplated by this Agreement and no indenture is required to be qualified under the Trust Indenture Act of 1939, as amended.]¹
- (b) The Issuer hereby agrees to issue and sell the Covered Bonds in accordance with the provisions of this Agreement, the Program Agreement and the Agency Agreement and the Managers [severally and not jointly] [jointly and severally] agree with the Issuer on the basis of the representations, warranties and agreements contained herein and in the Program Agreement and subject to the terms and conditions set forth herein and in the Program Agreement to subscribe for the Covered Bonds in same day funds on [] or such other date not being later than [] as shall be agreed by the Issuer and the Lead Manager [acting on behalf of the Managers] (the “**Issue Date**”) at their issue price of [] per cent. of their principal amount plus (if the Issue Date is postponed) any accrued interest in respect thereof, [less a selling commission of [] per cent. of the principal amount of the Covered Bonds [(plus any applicable value added tax) and a combined management and underwriting commission of [] per cent. of the principal amount of the Covered Bonds (plus any applicable value added tax) and less the amount which the Issuer has agreed to pay to the Lead Manager[s] in respect of certain expenses pursuant to Section 6 below (each of which the Issuer agrees to pay to the Managers [or, as the case may be, the Lead Manager[s]] and authorises] the deduction thereof from the subscription moneys payable to the Issuer on the Issue Date), against delivery of the Covered Bonds, duly executed on behalf of the Issuer in the manner contemplated by the Agency Agreement, in the form agreed between the Issuer and the Lead Manager[s] (on behalf of the Managers). As between the Managers, their respective underwriting commitments are set forth opposite their respective names in Annex I hereto.
- (c) [The Managers agree as between themselves that they will be bound by and will comply with the International Capital Market Association Standard Form Agreement Among Managers version 1 (the “**AAM**”) and further agree that references in the AAM to the “**Lead Managers**” and the “**Managers**” shall mean

¹ Insert for 144A issuances.

the Managers, references to the “**Settlement Lead Manager**” shall mean [], and references to the “**Stabilising Manager**” shall mean [].²

- (d) [The Issuer and the Guarantor confirm that they have approved Time of Sale Information and the Offering Document in connection with the issue of the Covered Bonds and have authorised the Managers to distribute copies of the Time of Sale Information and the Offering Document and any other documents prepared in connection with the Program and the issue of the Covered Bonds, in connection with the offering and sale of the Covered Bonds.] / [The Issuer and the Guarantor confirm that they have approved the Marketing Materials and have authorised the Managers to distribute copies of the Marketing Materials and any other documents prepared in connection with the Program and the issue of the Covered Bonds, in connection with the offering and sale of the Covered Bonds.]
- (e) [The Issuer confirms the appointment of [●] as the central point responsible for adequate public disclosure of information, and handling any request from a competent authority, in accordance with Article 6(5) of Commission Delegated Regulation (EU) 2016/1052 of March 8, 2016 with regard to regulatory technical standards for the conditions applicable to buy-back programmes and stabilisation measures.] *[Include this clause if stabilization is to be conducted following the safe harbour set out in Article 5 of the Market Abuse Regulation and Delegated Regulation (EU) 2016/1052.]*

3. **Program Agreement**

The Covered Bonds are issued under the Program and accordingly are Covered Bonds as defined in and for the purposes of the Program Agreement and the Agency Agreement. For the purposes of the Program Agreement, this Agreement is a Subscription Agreement and [each of] the Lead Manager[s] is [the]/[a] Relevant Dealer and each of the Managers is a Dealer on the terms set out in the Program Agreement.

Any document provided by BNS or the Guarantor to the Relevant Dealer(s) with respect to the Covered Bonds issued pursuant to this Agreement shall be made available to the Managers.

4. **Additional Representations and Warranties [and Undertakings]**

- (a) The Issuer hereby represents and warrants to the Managers that as at the date hereof and on the Issue Date (i) no event has occurred which would render untrue or incorrect any of the representations and warranties of the Issuer contained in Section 3.01 of the Program Agreement, (ii) that the conditions set out in Section 2.03 of the Program Agreement have been satisfied or waived, (iii) that the relevant Offering Document contains all material information relating to the assets and liabilities, financial position, profits and losses of the Issuer and

² Insert for Reg S issuances.

nothing has happened or is expected to happen which would require such document to be supplemented or updated and (iv) there is no adverse change in the condition (financial or otherwise) or general affairs or prospects of the Issuer from that set forth in the [Time of Sale Information and the Offering Document]/[Marketing Materials].

- (b) The Issuer hereby represents and warrants to the Managers that as of the date hereof and on the Issue Date there are no material changes in the most recent Monthly Investor Report filed on Form 10-D with the U.S. Securities and Exchange Commission as compared to the [] Monthly Investor Report incorporated by reference into the Prospectus.
- (c) The Issuer hereby represents and warrants to the Managers as at the date hereof and on the Issue Date that the Issuer is not required to be registered as an investment company, as defined in Section 3(a)(1) of the Investment Company Act of 1940, as amended (the “**Investment Company Act**”), and is relying on an exemption therefrom, other than pursuant to Section 3(c)(1) or 3(c)(7) of the Investment Company Act.
- (d) The Guarantor hereby represents and warrants to the Managers that as at the date hereof and on the Issue Date (i) no event has occurred which would render untrue or incorrect any of the representations and warranties of the Guarantor contained in Section 3.02 of the Program Agreement, (ii) that the conditions set out in Section 2.03 of the Program Agreement have been satisfied or waived, (iii) that the relevant Offering Document contains all material information relating to the assets and liabilities, financial position, profits and losses of the Guarantor and nothing has happened or is expected to happen which would require such document to be supplemented or updated and (iv) there is no adverse change in the condition (financial or otherwise) or general affairs or prospects of the Guarantor from that set forth in the [Time of Sale Information and the Offering Documents] / [Marketing Materials].
- (e) [The Guarantor hereby represents and warrants to the Managers as at the date hereof and on the Issue Date that the Guarantor is not required to be registered as an investment company, as defined in Section 3(a)(1) of the Investment Company Act and though other exemptions or exclusions may be applicable, the Guarantor has relied upon the exclusion afforded by Section 3(c)(5)(C) of the Investment Company Act.]³

[Insert any additional representations and warranties and/or undertakings which may be required in relation to the Covered Bonds.]

³ Insert for 144A issuance.

5. **[MiFID II Product Governance**

Solely for the purposes of the requirements of Article 9(8) of the MIFID Product Governance rules under EU Delegated Directive 2017/593 (the “**Product Governance Rules**”) regarding the mutual responsibilities of manufacturers under the Product Governance Rules, each of the Issuer and the [Lead] Managers/[*identify Manager(s) who is/are deemed to be MiFID manufacturer(s)*] (each, a “**Manufacturer**” and together, the “**Manufacturers**”) acknowledges to each other Manufacturer that it understands the responsibilities conferred upon it under the Product Governance Rules relating to each of the product approval process, the target market and the proposed distribution channels as applying to the Covered Bonds and the related information set out in the Final Terms Document/announcements in connection with the Covered Bonds. The Managers, the Issuer and the Guarantor note the application of the Product Governance Rules and acknowledge the target market and distribution channels identified as applying to the Covered Bonds by the Manufacturers and the related information set out in the Final Terms Document/announcements in connection with the Covered Bonds.]⁴

6. **Conditions Precedent**

In accordance with the provisions of Section 2.03 of the Program Agreement (but without prejudice to the provisions of Section 2.04 thereof), the Issuer and the Guarantor hereby acknowledge that the Managers’ obligations to subscribe and pay for the Covered Bonds on the Issue Date are subject to the satisfaction of the conditions precedent set out in the said Section 2.03 [, as well as the following additional conditions precedent:]

[set out a list of additional conditions precedent required by the Managers pursuant to the Program Agreement; consider also whether any additional signature authority or a closing certificate will be required].

7. **Expenses**

The Issuer shall pay to the Lead Manager[s] on demand [amount] in lieu of reimbursement of any legal fees and expenses and any travelling, communication, courier, postage and other out-of-pocket expenses incurred by it in connection with the management of the issue of the Covered Bonds ([plus/excluding] any applicable value added tax). Such amount may be deducted from the proceeds of the issue in accordance with Section 2(a) above.

OR

The Issuer and the Guarantor shall reimburse the Lead Manager[s] on demand for all legal fees and expenses and any travelling, communication, courier, postage and other out-of-pocket expenses incurred by [it]/[them] in connection with the issue and sale of

⁴ Only for Managers that are subject to MiFID.

the Covered Bonds (plus any applicable value added tax); [provided, however, that the aggregate liability of the Issuer or the Guarantor under this Section shall not exceed [amount] ([inclusive/exclusive] of value added tax)].

It is expressly agreed for the purposes of Section 2.04 of the Program Agreement that the Issuer shall remain liable pursuant to this Section [6]/[7] in respect of such fees and expenses incurred by the Lead Manager[s] prior to or in connection with such termination notwithstanding the termination of this agreement.

OR

The expenses relating to the issue have been agreed in a separate side letter of even date herewith between the Issuer and the Lead Manager(s). Such agreed sum relating to such expenses may be deducted from the proceeds of the issue in accordance with Section 2(a) above.

8. New Dealer(s)

- (a) In accordance with the provisions of Section 9.01(b) of the Program Agreement the Issuer hereby appoints those of the Managers who are not Dealers (for the purposes of this Section, a “**New Dealer**”) as dealers upon the terms of the Program Agreement in respect of the Covered Bonds only with the authority, rights, powers, duties and obligations of a Dealer under the Program Agreement to the extent provided in such Section 9.01(b) save that each New Dealer [shall not have the benefit of the undertakings contained in Section 3.03(h) of the Program Agreement]⁵.
- (b) Each New Dealer confirms that it has found the Program Agreement and the Prospectus satisfactory, has received a copy of or waived the production of a copy of the other conditions precedent set out in Schedule 2 to the Program Agreement [and waived production of a copy of the documents referred to in Section 3.03(h) of the Program Agreement.]⁶

9. Communications

Any notification hereunder to the Issuer shall be made in accordance with the provisions of Section 8 of the Program Agreement and, in the case of notification to the Managers, shall be to [the Lead Manager]/[specify which Lead Manager if more than one] by email, fax or in writing at:

⁵ To be modified if New Dealer requests the benefit of the undertaking contained in paragraph (h) of Section 3.03 of the Program Agreement.

⁶ To be modified if New Dealer requests the benefit of the undertaking contained in paragraph (h) of Section 3.03 of the Program Agreement.

[]

Email: []

Fax: []

Attention: []

10. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

11. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS whereof this Agreement has been entered into as of the day and year first above written.

The Issuer

THE BANK OF NOVA SCOTIA

By: _____

Name:

Title:

The Guarantor

SCOTIABANK COVERED BOND GUARANTOR LIMITED PARTNERSHIP

by its managing general partner, SCOTIABANK COVERED BOND GP INC.

By: _____

Name:

Title:

The [Lead] Managers

By: _____

Name:

Title:

[For itself and the other several Managers]

SCHEDULE 8

Operating and Administrative Procedures Memorandum

DATED September 4, 2020

THE BANK OF NOVA SCOTIA

CAD100,000,000,000

Program for the Issuance of Covered Bonds

The aggregate nominal amount of all Covered Bonds outstanding at any time will not, subject as provided below, exceed CAD100,000,000,000 or its equivalent in other currencies at the time of agreement to issue, subject to increase as provided in the Program Agreement (as defined below). The Program Agreement provides for the increase in the principal amount of Covered Bonds that may be issued under the Program. In that event, this Operating and Administrative Procedures Memorandum shall apply to the Program as increased.

The documentation of the Program provides for the issue of Covered Bonds denominated in any currency or currencies as may be agreed between The Bank of Nova Scotia (the “**Issuer**”), the Guarantor and the Relevant Dealer (subject to certain restrictions as to minimum and/or maximum maturities as set out in the Prospectus relating to the Program) and being any of:

- Fixed Rate Covered Bonds
- Floating Rate Covered Bonds
- Zero Coupon Covered Bonds
- other forms of Covered Bonds agreed between the Relevant Dealer or Lead Manager and the Issuer.

All terms with initial capitals used herein without definition shall have the meanings given to them in the Prospectus dated September 4, 2020 as supplemented or replaced from time to time (the “**Prospectus**”), or, as the case may be, the Third Amended and Restated Program Agreement dated September 4, 2020 as amended, supplemented or restated (the “**Program Agreement**”) between the Issuer, the Guarantor and the Dealers named therein pursuant to which the Issuer may issue Covered Bonds.

As used herein in relation to any Covered Bonds and/or Exempt Covered Bonds which are to have a “**listing**” or be “**listed**” on (i) the London Stock Exchange’s Market, “**listing**” and “**listed**” shall be construed to mean that such Covered Bonds have been admitted to the Official List and admitted to trading on the Market, or (ii) any Stock Exchange which is a Regulated Market in the EEA (other than the London Stock Exchange’s Market), shall be construed to mean that such

Covered Bonds have been admitted to trading on such Regulated Market, or (iii) on the ISM, shall be construed to mean the Exempt Covered Bonds have been admitted to trading on the ISM or (iv) any other Stock Exchange or market segment thereof (other than those referred to in (i), (ii) and (iii) above), shall be construed to mean that the Exempt Covered Bonds have been listed on that Stock Exchange and/or admitted to trading on the relevant market (or market segment thereof), as the case may be.

This Operating and Administrative Procedures Memorandum applies to Covered Bonds issued on and after September 4, 2020. The procedures set out in Annex I may be varied by agreement between the Issuer, the Principal Paying Agent or the Registrar (in the case of Registered Covered Bonds) and the Relevant Dealer or Lead Manager (as defined below), as the case may be, including to take account of any standardised procedures published by the ICSDs and/or the International Capital Markets Services Association and/or the International Capital Markets Association. The timings set out in these procedures represent optimum timings to ensure a smooth settlement process. Each of the ICSDs has its own published deadlines for taking certain of the actions described herein (which may be later than the timings described herein). The Issuer, the Principal Paying Agent, the Registrar, the Relevant Dealer or the Lead Manager, as the case may be, and the Common Depositary, or Common Service Provider and Common Safekeeper, as the case may be, may agree to vary the timings described herein subject to compliance with such deadlines.

References herein to “Final Terms Document” shall include a “Pricing Supplement” in the case of any Exempt Covered Bonds (as applicable) and any reference to the Stock Exchange or relevant authority included in this Memorandum shall not, if such Covered Bonds are not listed, apply to such Covered Bonds.

OPERATING PROCEDURES

Dealers must confirm all trades directly with the Issuer and the Principal Paying Agent or, in the case of an issue of Registered Covered Bonds, the Registrar. Except for offerings of Rule 144A Covered Bonds, by not later than 3:00 p.m. (London time) on the London Business Day preceding each proposed Issue Date, the Issuer shall deliver or cause to be delivered to the Bond Trustee a copy of the applicable Final Terms Document or Pricing Supplement (as the case may be) and drafts of all legal opinions to be given in relation to the relevant issue.

1. RESPONSIBILITIES OF THE PRINCIPAL PAYING AGENT

The Principal Paying Agent will, in addition to the responsibilities in relation to settlement described in Annex 1, be responsible for the following:

- (a) in the case of Covered Bonds which are to be listed on a Stock Exchange, distributing to the Stock Exchange and any other relevant authority such number of copies of the applicable Final Terms Document required by the Stock Exchange and any such other relevant authority;
- (b) in the case of Covered Bonds which are to be listed on a Stock Exchange, immediately notifying the Issuer and the Relevant Dealer if at any time the

Principal Paying Agent is notified that the listing of a Tranche of Covered Bonds has been refused or otherwise will not take place; and

- (c) determining the end of the Distribution Compliance Period in respect of a Tranche of Covered Bonds. The Principal Paying Agent shall upon determining the end of the Distribution Compliance Period in respect of any Tranche notify the Issuer, the Guarantor, the Registrar, Euroclear, Clearstream, Luxembourg, DTC (as the case may be) and the Relevant Dealer or Lead Manager, as the case may be.

2. **RESPONSIBILITIES OF DEALER/LEAD MANAGER**

- (a) Each Dealer/Lead Manager will confirm the terms of a Tranche and agree the Final Terms Document with the Issuer and the Guarantor (substantially in the form of Schedule 6 to the Program Agreement) giving details of each Tranche of Covered Bonds to be issued.
- (b) In the case of an issue closed on a non-syndicated basis, each Dealer which agrees to purchase Covered Bonds from the Issuer will be responsible for notifying the Principal Paying Agent upon completion of the distribution of the Covered Bonds of each Tranche purchased by that Dealer by phone or email. In the case of an issue of Covered Bonds closed on a syndicated basis, the Lead Manager will be responsible for notifying the Principal Paying Agent upon completion of the distribution of the Covered Bonds of such issue by phone or email.

3. **SETTLEMENT**

The settlement procedures set out in Annex 1 shall apply to each issue of Covered Bonds (Part 1 in the case of issues closed on a non-syndicated basis and Part 2 in the case of issues closed on a syndicated basis, in each case whether or not subscribed under a Subscription Agreement), unless otherwise agreed between the Issuer, the Principal Paying Agent or the Registrar, as the case may be, and the Relevant Dealer or the Lead Manager, as the case may be. With issues of Covered Bonds to be listed on a Stock Exchange other than the London Stock Exchange or the ISM more time may be required to comply with the relevant Stock Exchange's or any other relevant authority's listing requirements and with issues of Dual Currency Covered Bonds or Index Linked Covered Bonds more time may be required to settle documentation.

Notice details are set out in Schedule 5 to the Program Agreement hereto.

ANNEX 1

PART 1A

SETTLEMENT PROCEDURES FOR ISSUES OF BEARER COVERED BONDS CLOSED ON A NON-SYNDICATED BASIS

Times set out below are London times and represent the latest time for taking the action concerned. It is recommended that where possible the action concerned is taken in advance of these times.

Prior to launch

The Issuer and the Relevant Dealer(s) agree whether Covered Bonds are to be offered in Canada or subject to certification of non-Canadian beneficial ownership upon exchange of the Temporary Global Covered Bond for a Permanent Global Covered Bond or Definitive Covered Bonds after the Exchange Date.

The Issuer and the Relevant Dealer(s) to determine whether any supplemental Prospectus is required and whether any such supplement or the Prospectus needs to be passported to any additional host Relevant States and, if so, this will alter the timetable suggested below.

At or Shortly After Launch

The Issuer and the Relevant Dealer(s) discuss the timing of any due diligence telephone call that may be required.

Day	London time	Action
No later than Issue Date minus 2	5:00 p.m.	The Issuer may agree terms with one or more of the Dealers for the issue and purchase of Covered Bonds (whether pursuant to an unsolicited bid from a Dealer or pursuant to an enquiry by the Issuer). The Relevant Dealer instructs the Principal Paying Agent to obtain a common code and ISIN (and any other relevant financial instrument codes such as CFI and FISN) or, if relevant, a temporary common code and ISIN for the Covered Bonds from one of the ICSDs.
Issue Date minus 2	5.00 p.m.	<p>If a Dealer has reached agreement with the Issuer by telephone, the Dealer confirms the terms of the agreement to the Issuer by electronic communication attaching a copy of the applicable Final Terms Document. The Dealer sends a copy of that electronic communication to the Principal Paying Agent and copied to the Principal Paying Agent for information.</p> <p>The Issuer confirms its agreement to the terms on which the issue of Covered Bonds is to be made (including the</p>

form of the Final Terms Document) by signing and returning a copy of the Final Terms Document to the Relevant Dealer and the Principal Paying Agent. The Issuer also sends a copy of the signed Final Terms Document to the Bond Trustee. The details set out in the signed Final Terms Document shall be conclusive evidence of the agreement (save in the case of manifest error) and shall be binding on the parties accordingly. The Issuer also confirms its instructions to the Principal Paying Agent (including, in the case of Floating Rate Covered Bonds, for the purposes of rate fixing) to carry out the duties to be carried out by the Principal Paying Agent under these Operating and Administrative Procedures and the Agency Agreement including preparing and authenticating either (a) a Temporary Global Covered Bond for the Tranche of Covered Bonds which is to be purchased and, in the case of the first Tranche of a Series, where the applicable Final Terms Document do not specify that the Temporary Global Covered Bond is to be exchangeable only for Covered Bonds in definitive form, a Permanent Global Covered Bond for the Series or (b) if so specified in the applicable Final Terms Document, a Permanent Global Covered Bond for the Series, in each case giving details of the Covered Bonds.

In the case of Floating Rate Covered Bonds, the Principal Paying Agent notifies the ICSDs, the Issuer, (if applicable) the relevant Stock Exchange and any other relevant authority and the Relevant Dealer of the Rate of Interest for the first Interest Period (if already determined). Where the Rate of Interest has not yet been determined, this will be notified in accordance with this paragraph as soon as it has been determined.

No later than Issue 2.00 p.m.
Date minus 1

In the case of Covered Bonds which are to be listed on a Stock Exchange or publicly offered in a Relevant State, the Principal Paying Agent also notifies the Stock Exchange and/or any other relevant authority, as the case may be, by electronic communication or by hand of the details of the Covered Bonds to be issued by sending the Final Terms Document to the Stock Exchange and/or any other relevant authority, as the case may be.

In respect of Covered Bonds to be admitted to trading on the London Stock Exchange and/or Exempt Covered Bonds to be admitted to the ISM, the Issuer shall file the Final Terms Document with the FCA along with an

application for admission to the Official List and the Principal Paying Agent shall file the Final Terms Document with the London Stock Exchange and/or the ISM, and, if permitted by applicable legislation or stock exchange rules, with the FCA on behalf of the Issuer.

Issue Date minus 1	10.00 a.m. (for prior day ^{***} currencies) 12.00 noon (for other currencies)	The Relevant Dealer and the Principal Paying Agent give settlement instructions to the Common Depositary and the relevant ICSD(s) to effect the payment of the purchase price, against delivery of the Covered Bonds, to the Principal Paying Agent's account with the relevant ICSD(s) on the Issue Date.
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The parties (which for this purpose shall include the Principal Paying Agent, may agree to arrange for "free delivery" to be made through the relevant ICSD(s) if specified in the applicable Final Terms Document, in which case these Operating and Administrative Procedures will be amended accordingly.

Issue Date minus 1	ICSD deadlines for the relevant currency	For prior day currencies, the Principal Paying Agent instructs the relevant ICSD(s) to debit its account and pay for value on the Issue Date the aggregate purchase monies received by it to the account of the Issuer previously notified to the Principal Paying Agent.
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Issue Date minus 1	3.00 p.m.	The Principal Paying Agent prepares and authenticates a Temporary Global Covered Bond for each Tranche of Covered Bonds which is to be purchased and/or, where required as specified above, a Permanent Global Covered Bond in respect of the relevant Series, in each case attaching the applicable Final Terms Document.
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Each Global Covered Bond which is a CGCB is then delivered by the Principal Paying Agent to the Common Depositary. Each Global Covered Bond which is an NGCB is then delivered by the Principal Paying Agent to the Common Safekeeper, together (if applicable) with an effectuation instruction. In the event that the Common Service Provider and the Common Safekeeper are not the same entity, the Principal Paying Agent should also deliver the applicable Final Terms Document to the Common Service Provider.

^{***} The most common prior day currencies are Australian dollars (AUD), Hong Kong Dollars (HKD), Japanese yen (JPY) and New Zealand dollars (NZD) but other currencies in similar time zones may also be prior day currencies. The parties should establish whether or not a particular currency is a prior day currency as soon as possible.

		For Global Covered Bonds in NGCB form, the Principal Paying Agent then instructs the mark up of the issue outstanding amount of the Global Covered Bond to the ICSDs through the Common Service Provider.
Issue Date minus 1	5.00 p.m.	The conditions precedent in the Program Agreement are satisfied and/or waived.
		In the case of each Global Covered Bond which is an NGCB, the Common Safekeeper confirms deposit and effectuation (if applicable) ⁺⁺⁺ of the Global Covered Bond to the Principal Paying Agent, the Common Service Provider and the ICSDs.
Issue Date minus 1	6.00 p.m.	In the case of each Global Covered Bond which is a CGCB, the Common Depository confirms deposit of the relevant Global Covered Bond to the Principal Paying Agent and the ICSDs.
		In the case of each Global Covered Bond which is an NGCB, the Common Service Provider relays the Principal Paying Agent's instruction to mark up the issue outstanding amount of the Global Covered Bond to the ICSDs.
Issue Date	According to ICSD settlement procedures	The ICSDs debit and credit accounts in accordance with instructions received from the Principal Paying Agent and the Relevant Dealer.
Issue Date	ICSD deadlines for the relevant currency	For non-prior day currencies, the Principal Paying Agent instructs the relevant ICSD(s) to debit its account and pay for value on the Issue Date the aggregate purchase moneys received by it to the account of the Issuer previously notified to the Principal Paying Agent for the purpose.
Issue Date	5.00 p.m.	The Principal Paying Agent forwards a copy of the signed Final Terms Document to each ICSD.
On or subsequent to the Issue Date		The Principal Paying Agent notifies the Issuer immediately in the event that a Dealer does not pay the purchase price due from it in respect of a Covered Bond.
		The Principal Paying Agent notifies the Issuer of the issue of Covered Bonds giving details of the Global Covered Bond(s) and the nominal amount represented

⁺⁺⁺ This assumes that an effectuation authorisation has been delivered by the issuer to the Common Safekeeper (i.e., Euroclear or Clearstream, Luxembourg) at the establishment or update of the Program. If this is not the case, such an authorisation should be delivered at least 2 business days prior to the closing of the first issue of Eurosystem-eligible NGCBs under the Program.

thereby.

The Principal Paying Agent confirms the issue of Covered Bonds to the relevant Stock Exchange and any other relevant authority.

PART 1B

SETTLEMENT PROCEDURES FOR ISSUES OF REGISTERED COVERED BONDS CLOSED ON A NON-SYNDICATED BASIS

Times set out below are London times and represent the latest time for taking the action concerned. It is recommended that where possible the action concerned is taken in advance of these times.

In the case of issued Registered Covered Bonds (other than issues of Regulation S Global Covered Bonds or Rule 144A Global Covered Bonds closing through DTC), the settlement procedures set out below can be replaced in part, at the discretion of the Principal Paying Agent, by the settlement procedures set out in Annex 1 Part 1A. Such election will be made by the Principal Paying Agent and communicated by electronic means to the Issuer and the Relevant Dealer(s).

Prior to launch

The Issuer and the Relevant Dealer(s) to determine whether any supplemental Prospectus is required and whether any such supplement or the Prospectus needs to be passported to any additional host Relevant States and, if so, this will alter the timetable suggested below.

At or Shortly After Launch

The Issuer and the Relevant Dealer(s) discuss the timing of any due diligence telephone call that may be required.

Day	London time	Action
No later than Issue Date minus 6	Agreed time	In the case of any Registered Global Covered Bonds to be registered in the name of a nominee for DTC, the issuer executes a DTC Letter of Representation (to the extent not yet filed with the DTC), a Rule 144A Rider to the DTC Letter of Representation (in the case of Rule 144A Global Covered Bonds to be registered in the name of a nominee for DTC) and a Regulation S Rider to the DTC Letter of Representation (in the case of Regulation S Global Covered Bonds to be registered in the name of a nominee for DTC). Originals bearing an ink signature to be delivered to the DTC on Issue Date minus 3.
No later than Issue Date minus 4	2.00 p.m.	The Issuer may agree terms with one of the Dealers for the issue and purchase of Covered Bonds (whether pursuant to an unsolicited bid from a Dealer or pursuant to an enquiry by the Issuer). The Dealer instructs the Registrar and/or the Principal Paying Agent to obtain the necessary security identification numbers. Each relevant number is notified by the Registrar and/or the Principal Paying Agent to the

Day	London time	Action
		Issuer and each Dealer which has reached agreement with the Issuer.
	3.00 p.m.	If a Dealer has reached agreement with the Issuer by telephone, the Dealer confirms the terms of the agreement to the Issuer by electronic communication attaching a copy of the applicable Final Terms Document. The Dealer sends a copy of that electronic communication to the Principal Paying Agent and the Registrar for information.
	5.00 p.m.	<p>The Issuer confirms its agreement to the terms on which the issue of Covered Bonds is to be made (including the form of the Final Terms Document) by signing and returning a copy of the Final Terms Document to the Relevant Dealer. The Issuer also confirms its instructions to the Principal Paying Agent (including, in the case of Floating Rate Covered Bonds, for the purposes of rate fixing) and the Registrar to carry out the duties to be carried out by the Principal Paying Agent and the Registrar under these Operating and Administrative Procedures and the Agency Agreement including, in the case of the Registrar, preparing, authenticating and issuing one or more Registered Global Covered Bonds and/or one or more Definitive Registered Covered Bonds for each Tranche of Covered Bonds which are to be purchased by the Relevant Dealer, giving details of such Covered Bonds.</p> <p>The Issuer confirms such instructions by sending a copy by electronic communications of the signed Final Terms Document to the Principal Paying Agent and the Registrar. The Issuer also sends a copy of the signed Final Terms Document to the Bond Trustee.</p> <p>In respect of Covered Bonds to be resold pursuant to Rule 144A, the Relevant Dealer notifies DTC of the participation accounts to be credited with interests in the Registered Global Covered Bond(s) to be issued. In respect of Covered Bonds sold pursuant to Regulation S, the Relevant Dealer notifies Euroclear and/or Clearstream, Luxembourg of the relevant accounts to be credited with Covered Bonds represented by interests in the Regulation S Global Covered Bonds(s) to be issued.</p>
No later than Issue Date minus	2.00 p.m.	If required by applicable legislation or stock exchange rules, the Issuer shall file the Final Terms Document with the FCA along with an application for admission to the Official List and the Principal Paying Agent shall file the

Day	London time	Action
Issue Date minus 3	5.00 p.m.	<p data-bbox="670 241 1437 388">Final Terms Document with the London Stock Exchange and/or the ISM, and, if permitted by applicable legislation or stock exchange rules, with the FCA on behalf of the Issuer.</p> <p data-bbox="670 409 1437 871">In the case of any Registered Covered Bonds to be registered in the name of a nominee for DTC, where the relevant Covered Bonds are denominated in U.S. dollars, the Relevant Dealer instructs DTC, subject to further instructions, to debit its account, or such account as it directs, on the Issue Date or, in the case of Covered Bonds denominated in a currency requiring a pre-closing, the Issue Date minus 1, and pay the purchase price to the account of the closing bank as agreed between the Issuer, the Registrar, the Principal Paying Agent and the Relevant Dealer from time to time (in such capacity, the “Closing Bank”) notified by DTC to the Relevant Dealer for such purpose.</p> <p data-bbox="670 892 1437 1144">In the case of any Registered Global Covered Bonds to be registered in the name of a nominee for DTC, where the relevant Covered Bonds are denominated in a specified currency other than U.S. dollars, the relevant Dealer instructs its paying bank to pay the purchase price for those Covered Bonds to the account of the Issuer with the Closing Bank for value on the Issue Date.</p>
Issue Date minus 2	3.00 p.m.	<p data-bbox="670 1165 1437 1564">In the case of any Registered Global Covered Bonds to be registered in the name of a nominee for a common depository or a common safekeeper for Euroclear and Clearstream, Luxembourg, the Relevant Dealer instructs Euroclear and/or Clearstream, Luxembourg to debit its account and pay the purchase price, against delivery of the relevant Covered Bonds, to the Principal Paying Agent’s account with Euroclear and/or Clearstream, Luxembourg on the Issue Date and the Principal Paying Agent receives details of the instructions through the records of Euroclear and/or Clearstream, Luxembourg.</p> <p data-bbox="670 1585 1437 1877">Where the Relevant Dealer is not purchasing Covered Bonds through Euroclear and/or Clearstream, Luxembourg and such Covered Bonds are denominated in a Specified Currency other than U.S. dollars, the Relevant Dealer instructs its paying bank on the Issue Date or, in the case of Covered Bonds denominated in a currency requiring a pre-closing, the Issue Date minus 1, to pay the purchase price to the account of the Closing Bank notified to the Relevant</p>

Day	London time	Action
Issue Date minus 2	3.00 p.m.	<p>Dealer for such purpose.</p> <p>In the case of Floating Rate Covered Bonds, the Principal Paying Agent notifies (as applicable) the Bond Trustee, the Registrar, the relevant clearing systems, the Issuer, (in the case of Listed Covered Bonds) the relevant Stock Exchange and any other relevant authority and the Relevant Dealer by electronic communication of the Rate of Interest for the first Interest Period (if already determined). Where the Rate of Interest has not yet been determined, this will be notified in accordance with this paragraph as soon as it has been determined.</p>
Issue Date minus 1 (in the case of pre-closed issues) or Issue Date (in any other case) (the Payment Instruction Date)	agreed time	<p>The Registrar (or its agent on its behalf) prepares and authenticates the Registered Global Covered Bond(s) for each Tranche of Covered Bonds which is to be purchased. The conditions precedent in the Program Agreement are satisfied or waived. The Registrar enters details of the principal amount of Covered Bonds to be issued and the registered holder(s) of such Covered Bonds in the Register.</p> <p>Each Registered Global Covered Bond registered in the name of the nominee for DTC is then delivered by, or on behalf of, the Registrar to a custodian for DTC to credit the principal amount of the relevant Tranche of Covered Bonds to the appropriate participants' accounts of DTC previously notified by the Relevant Dealer and each Registered Global Covered Bond registered in the name of a nominee for a common depository or common safekeeper for Euroclear and Clearstream, Luxembourg and instructions are given by the Principal Paying Agent to Euroclear or, as the case may be, Clearstream, Luxembourg to credit the Covered Bonds represented by the relevant Global Covered Bond to the Principal Paying Agent's distribution account with the relevant ICSD(s) on the Issue Date.</p> <p>For securities held under the New Safekeeping Structure ("NSS"), the Principal Paying Agent then instructs the mark up of the issue outstanding amount of the Global Covered Bond to the ICSDs through the common service provider.</p> <p>In the case of each Registered Global Covered Bond which is held under the NSS, the common safekeeper confirms deposit and effectuation of the Global Covered Bond to the Principal Paying Agent, the common service provider and each ICSD.</p> <p>In the case of each Registered Global Covered Bond which</p>

Day	London time	Action
		<p>is held under the NSS, the relevant Lead Manager authorises the common service provider to relay the Principal Paying Agent's mark up instruction to the ICSDs.</p> <p>In the case of each Registered Global Covered Bond which is held under the NSS, the common service provider relays the Principal Paying Agent's instruction to mark up the issue outstanding amount of the Global Covered Bond to the ICSDs.</p>
	<p>12.00 p.m. New York time</p>	<p>In the case of any Registered Covered Bonds to be registered in the name of a nominee for DTC, the Issuer delivers a signed DTC Letter of Representation (to the extent not yet filed with the DTC), a Rule 144A Rider to the DTC Letter of Representation (in the case of R144A Global Covered Bonds to be registered in the name of a nominee for DTC) and a Regulation S Rider to the DTC Letter of Representation (in the case of Regulation S Global Covered Bonds to be registered in the name of a nominee for DTC), in each case in the original bearing an ink signature, to the Underwriting Department of the DTC.</p>
Issue Date:		<p>The Relevant Dealer instructs DTC to credit the interests in any Global Covered Bond(s) registered in the name of a nominee for DTC to such accounts as the Relevant Dealer has previously notified to DTC. The Principal Paying Agent further instructs Euroclear or, as the case may be, Clearstream, Luxembourg to debit from the distribution account the nominal amount of any Global Covered Bonds registered in the name of a nominee for a common depository or common safekeeper for Euroclear and Clearstream, Luxembourg and to credit that nominal amount to the account of the Relevant Dealer with Euroclear or Clearstream, Luxembourg against payment to the account of the Principal Paying Agent of the purchase price for those Covered Bonds for value on the Issue Date. The Relevant Dealer gives corresponding instructions to Euroclear and Clearstream, Luxembourg.</p> <p>The relevant ICSDs debit (if applicable) and credit accounts in accordance with instructions received by them and in the case of bonds held under the NSS, mark up their records appropriately.</p> <p>The Closing Bank receives payment for the account of the Issuer and for value on the Issue Date of the aggregate amount paid to it by DTC or, as the case may be the Relevant Dealer through its paying bank in respect of any</p>

Day	London time	Action
On or subsequent to the Issue Date:		<p>Global Covered Bonds registered in the name of a nominee for DTC. The Principal Paying Agent pays to the Issuer for value on the Issue Date the aggregate purchase moneys received by it in respect of any Global Covered Bonds registered in the name of a nominee for a common depositary or common safekeeper for Euroclear and Clearstream, Luxembourg to the account of the Issuer previously notified to the Principal Paying Agent.</p> <p>The Registrar notifies the Issuer immediately in the event that a Dealer does not pay the purchase price due from it in respect of the Covered Bonds.</p> <p>The Principal Paying Agent notifies the Issuer of the issue of Covered Bonds giving details of the Registered Global Covered Bond(s) and the nominal amount represented thereby.</p> <p>The Principal Paying Agent confirms the issue of Covered Bonds to the relevant Stock Exchange and any other relevant authority.</p> <p>The Relevant Dealer notifies the Principal Paying Agent that the distribution of the Covered Bonds purchased by it has been completed. The Principal Paying Agent promptly notifies (as applicable) the Issuer, the Bond Trustee, the Registrar, the Relevant Dealer, DTC, Euroclear and/or Clearstream, Luxembourg, as the case may be, of the date of the end of the Distribution Compliance Period with respect to the relevant Tranche of Covered Bonds.</p>

PART 2A

SETTLEMENT PROCEDURES FOR ISSUES OF BEARER COVERED BONDS CLOSED ON A SYNDICATED BASIS

The procedures set out below for the period up to and including “Issue Date minus 2” apply to all syndicated closings whatever the currency concerned. The timing of the procedures to take place thereafter varies by reference to the deadlines imposed by the Principal Paying Agent, the Common Depository or, as the case may be, the Common Service Provider and the ICSDs for the particular currency concerned and it is not possible to specify all variations in this memorandum.

Accordingly, all parties should contact each other as early as possible in the process to agree the relevant settlement deadlines. In particular, the Principal Paying Agent, the Bond Trustee, the ICSDs and the Common Depository or, as the case may be, the Common Safekeeper and Common Service Provider should be involved in these discussions.

The procedures and timings set out below to take place on the Issue Date relating to an illustrative syndicated closing of securities denominated in euro. Whilst the procedures will apply to all syndicated closings in whatever currency, the timings will vary significantly and, in many cases, steps will need to be taken on Issue Date minus 1.

Times set out below are London times and represent the latest time for taking the action concerned. It is recommended that where possible the action concerned is taken in advance of these times.

Prior to launch

The Issuer and the Relevant Dealer(s) agree whether Covered Bonds are to be offered in Canada or subject to certification of non-Canadian beneficial ownership upon exchange of the Temporary Global Covered Bond for a Permanent Global Covered Bond or Definitive Covered Bonds after the Exchange Date.

The Issuer and the Relevant Dealer(s) to determine whether any supplemental Prospectus is required and whether any such supplement or the Prospectus needs to be passported to any additional host Relevant States and, if so, this will alter the timetable suggested below.

At or Shortly After Launch

The Issuer and the Relevant Dealer(s) discuss the timing of any due diligence telephone call that may be required.

Day	London time	Action
No later than Issue Date minus 3	5:00 p.m.	The Issuer may, subject to the execution of the Subscription Agreement referred to below, agree terms with a Dealer (which expression in this Part 2A includes any entity to be appointed as a dealer under the Subscription Agreement referred to below) (the “ Lead

Day	London time	Action
		<p>Manager”) for the issue and purchase of Covered Bonds to be subscribed under a Subscription Agreement (whether pursuant to an unsolicited bid from by such Lead Manager or pursuant to an enquiry by the Issuer). The Lead Manager may invite other Dealers (new and additional) approved by the Issuer to join an underwriting syndicate either on the basis of a confirmation to Managers agreed between the Issuer and the Lead Manager or on the terms of the Final Terms Document referred to below and the Subscription Agreement. The Lead Manager and any such Dealers are together referred to as the “Managers.”</p> <p>The Issuer and the Lead Manager agree a form of Final Terms Document which is submitted to the lawyers rendering a legal opinion in connection with the relevant issue for approval. A draft Subscription Agreement is also prepared and agreed. The Subscription Agreement may, if so agreed, be called by another name. The Lead Manager sends a copy of the draft Subscription Agreement to each other Manager at least two full business days before the Subscription Agreement is intended to be signed. At the same time the Lead Manager sends a copy of the Prospectus and Program Agreement to each other Manager which has not previously received these documents if so requested by any such Manager. The Subscription Agreement and the Final Terms Document are agreed and executed and a copy of the Final Terms Document is sent by electronic communication to the Principal Paying Agent which shall act as the Principal Paying Agent’s authorisation (including, in the case of Floating Rate Covered Bonds, for the purposes of rate fixing) to carry out the duties to be carried out by it under these Operating and Administrative Procedures and the Agency Agreement including preparing and authenticating either (a) a Temporary Global Covered Bond for the Tranche of Covered Bonds which is to be purchased and, in the case of the first Tranche of a Series, where the applicable Final Terms Document do not specify that the Temporary Global Covered Bond is to be exchangeable only for Covered Bonds in definitive form, a Permanent Global Covered Bond for the Series or (b) if so specified in the applicable Final Terms Document, a Permanent Global Covered Bond for the Series, in each case giving</p>

Day	London time	Action
		<p>details of the Covered Bonds. The Principal Paying Agent forwards a copy of the signed Final Terms Document to the Common Depositary or the Common Service Provider, as the case may be.</p> <p>The Lead Manager instructs the Principal Paying Agent to obtain a common code and ISIN (and any other relevant financial instrument codes such as CFI and FISN) or, if relevant, a temporary common code and ISIN for the Covered Bonds from one of the ICSDs.</p> <p>The Lead Manager delivers its allotment list to each of the ICSDs.</p>
Issue Date minus 2	2.00 p.m.	<p>In the case of Covered Bonds which are to be listed on a Stock Exchange or publicly offered in a Relevant State, the Principal Paying Agent notifies the relevant Stock Exchange and/or any other relevant authority, as the case may be, by electronic communication or by hand of the details of the Covered Bonds to be issued by sending the Final terms to the relevant Stock Exchange and/or any other relevant authority, as the case may be.</p> <p>If the Covered Bonds are to be admitted to trading on the London Stock Exchange and/or Exempt Covered Bonds to be admitted to the ISM, the Issuer shall file the Final Terms Document with the FCA along with an application for admission to the Official List and the Principal Paying Agent shall file the Final Terms Document with the London Stock Exchange and/or the ISM, and, if permitted by applicable legislation or stock exchange rules, with the FCA on behalf of the Issuer.</p>
	3.00 p.m.	<p>In the case of Floating Rate Covered Bonds, the Principal Paying Agent notifies the ICSDs, the Issuer, (if applicable) the relevant Stock Exchange and any other relevant authority and the Lead Manager of the Rate of Interest for the first Interest Period (if already determined). Where the Rate of Interest has not yet been determined, this will be notified in accordance with this paragraph as soon as it has been determined.</p>
No later than Issue Date minus 2	5.00 p.m.	<p>The Lead Manager provides all necessary payment instructions and contact details to the ICSDs and to the Common Depositary or the Common Service Provider, as the case may be.</p>

The timings set out below relate to a syndicated closing of Covered Bonds denominated in euro only.

Issue Date	10.00 a.m.	For Global Covered Bonds in NGCB form, the Principal Paying Agent instructs the conditional mark up of the issue outstanding amount of the Global Covered Bond to each ICSD through the Common Service Provider.
	12.00 noon	<p>The Principal Paying Agent prepares and authenticates a Temporary Global Covered Bond for each Tranche of Covered Bonds which is to be purchased and/or, where required as specified above, a Permanent Global Covered Bond in respect of the relevant Series, in each case attaching the applicable Final Terms Document.</p> <p>Each Global Covered Bond which is a CGCB is then delivered by the Principal Paying Agent to the Common Depository.</p> <p>Each Global Covered Bond which is an NGCB is then delivered by the Principal Paying Agent to the Common Safekeeper, together with an effectuation instruction, if applicable.</p>
	1.00 p.m.	In the case of each Global Covered Bond which is an NGCB, the Common Safekeeper confirms deposit and effectuation (if applicable) ^{†††} of the Global Covered Bond to the Principal Paying Agent, the Common Service Provider and the ICSDs.
	2.30 p.m.	The Lead Manager confirms that all conditions precedent in the Subscription Agreement and the Program Agreement have been satisfied and/or waived to the Common Depository or the Common Service Provider, as the case may be, and, in the case of an issue of NGCBs, authorises the Common Service Provider to relay the Principal Paying Agent's mark up instruction to the ICSDs.
	3.00 p.m.	Payment is released to the Issuer by the Common Service Provider or the Common Depository, as the case may be.
	5.00 p.m.	In the case of an issue of NGCBs, the Common Service Provider relays the Principal Paying Agent's instruction

^{†††} This assumes that an effectuation authorisation has been delivered by the issuer to the Common Safekeeper (i.e., Euroclear or Clearstream, Luxembourg) at the establishment or update of the Program. If this is not the case, such an authorisation should be delivered at least 2 business days prior to the closing of the first issue of Eurosystem-eligible NGCBs under the Program.

to mark up the issue outstanding amount of the Global Covered Bond to the ICSDs.

In the case of an issue of CGCBs, the Common Depository confirms deposit of the Global Covered Bond to the ICSDs.

Accordinging to ICSD settlement procedures	to	The ICSDs debit and credit accounts in accordance with instructions received from the Lead Manager and the allottees and, in the case of NGCBs, mark up their records appropriately.
On or subsequent to the Issue Date		<p>The Principal Paying Agent notifies the Issuer of the issue of Covered Bonds giving details of the Global Covered Bond(s) and the nominal amount represented thereby.</p> <p>The Principal Paying Agent confirms the issue of Covered Bonds to the relevant Stock Exchange and any other relevant authority.</p> <p>The Principal Paying Agent forwards a copy of the signed Final Terms Document to each ICSD.</p>

Explanatory Notes to Annex I

- (a) Each day is a day on which banks and foreign exchange markets are open for business in London, counted in reverse order from the proposed Issue Date.
- (b) The Issue Date must be a Business Day. For the purposes of this Memorandum, “**Business Day**” means a day which is:
 - (i) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London and any other place as is specified in the applicable Final Terms Document as a Financial Centre or Additional Business Centre (as the case may be);
 - (ii) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than London or any Financial Centre and which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) or (B) in relation to any sum payable in euro, a day on which the TARGET2 System is open; and
 - (iii) a day on which the ICSDs and any other relevant clearing system are open for general business.

- (c) The Final Terms Document may only contain terms and information contemplated by the Prospectus and form of Final Terms Document contained in it. If any additional final terms or information are to be included in the applicable Final Terms Document in relation to any Covered Bond which are to be admitted to trading on a Regulated Market and/or publicly offered in a Relevant State in circumstances that result in a requirement to publish a prospectus pursuant to the Prospectus Regulation, it must be considered whether such terms or information constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 23 of the Prospectus Regulation. If a supplement is not considered to be appropriate either (i) a new prospectus for any such issue of Bonds or (ii) an updated Prospectus disclosing such terms or information will be required. In all such cases, the timings in Part 1 and Part 2 of Annex 1 will change as the Final Terms Document will need to be approved by the relevant authority as (i) a supplement, which can take up to seven working days, (ii) a new prospectus or (iii) an updated Prospectus.

PART 2B

SETTLEMENT PROCEDURES FOR ISSUES OF REGISTERED COVERED BONDS CLOSED ON A SYNDICATED BASIS

Times set out below are London times and represent the latest time for taking the action concerned. It is recommended that where possible the action concerned is taken in advance of these times.

In the case of issued Registered Covered Bonds (other than issues of Regulation S Global Covered Bonds or Rule 144A Global Covered Bonds closing through DTC), the settlement procedures set out below can be replaced in part, at the discretion of the Principal Paying Agent, by the settlement procedures set out in Annex 1 Part 2A. Such election will be made by the Principal Paying Agent and communicated by electronic means to the Issuer and the Relevant Dealer(s).

Prior to launch

The Issuer and the Relevant Dealer(s) to determine whether any supplemental Prospectus is required and whether any such supplement or the Prospectus needs to be passported to any additional host Relevant States and, if so, this will alter the timetable suggested below.

At or Shortly After Launch

The Issuer and the Relevant Dealer(s) discuss the timing of any due diligence telephone call that may be required.

Day	London time	Action
No later than Issue Date minus 10 (or such other number of days agreed between the Issuer, the Lead Manager, the Principal Paying Agent and the Registrar)		<p>The Issuer may, subject to the execution of the Subscription Agreement referred to below, agree terms with a Dealer (which expression in this Part 2B includes any entity to be appointed as a dealer under the Subscription Agreement referred to below) (the “Lead Manager”) for the issue and purchase of Covered Bonds to be subscribed on a syndicated basis (whether pursuant to an unsolicited bid by such Lead Manager or pursuant to an enquiry by the Issuer). The Lead Manager invites other Dealers (new or additional) approved by the Issuer to join an underwriting syndicate either on the basis of a confirmation to Managers agreed between the Issuer and the Lead Manager or on the terms of the Final Terms Document referred to below and the Subscription Agreement. The Lead Manager and such Dealers are together referred to as the “Managers”.</p> <p>The Lead Manager instructs the Registrar and/or the Principal Paying Agent to obtain the necessary security identification numbers. Each relevant number is notified by</p>

Day	London time	Action
		<p>the Registrar and/or the Principal Paying Agent to the Issuer and the Lead Manager.</p> <p>The Issuer and the Lead Manager agree a form of Final Terms Document prepared by or on behalf of the Lead Manager which is submitted to the lawyers rendering a legal opinion in connection with the relevant issue for approval. A draft Subscription Agreement is also prepared and agreed. The Lead Manager sends a copy of the draft Subscription Agreement to each other Manager at least two full business days before the Subscription Agreement is intended to be signed. At the same time the Lead Manager sends a copy of the Prospectus and the Program Agreement to each other Manager which has not previously received those documents if so requested by any such Manager. The Subscription Agreement and Final Terms Document are agreed and executed and a copy of the Final Terms Document is sent by electronic communication to the Principal Paying Agent and the Registrar which shall act as the Principal Paying Agent's and the Registrar's authorisation (including, in the case of Floating Rate Covered Bonds, for the purposes of rate fixing) to carry out the duties to be carried out by it under these Operating and Administrative Procedures and the Agency Agreement including preparing, authenticating and issuing one or more Registered Global Bonds.</p> <p>In the case of Registered Global Covered Bonds to be registered in the name of a nominee for DTC, each Manager notifies DTC of the participation accounts to be credited with interests in the Registered Global Covered Bond(s) to be issued.</p>
No later than Issue Date minus 6	Agreed time	<p>In the case of any Registered Global Covered Bonds to be registered in the name of a nominee for DTC, the issuer executes a DTC Letter of Representation (to the extent not yet filed with the DTC), a Rule 144A Rider to the DTC Letter of Representation (in the case of Rule 144A Global Covered Bonds to be registered in the name of a nominee for DTC) and a Regulation S Rider to the DTC Letter of Representation (in the case of Regulation S Global Covered Bonds to be registered in the name of a nominee for DTC). Originals bearing an ink signature to be delivered to the DTC on Issue Date minus 3.</p>
No later than Issue Date minus	2.00 p.m.	<p>Where permitted by applicable legislation or stock exchange rules, in the case of Covered Bonds which are to be listed on</p>

Day	London time	Action
3		a Stock Exchange, the Principal Paying Agent notifies the relevant Stock Exchange and/or any other relevant authority, as the case may be, by electronic communication of the details of the Covered Bonds to be issued by sending the Final Terms Document to the relevant Stock Exchange and/or any other relevant authority, as the case may be.
	5.00 p.m.	<p>In the case of any Registered Global Covered Bonds to be registered in the name of a nominee for DTC, where the relevant Covered Bonds are denominated in U.S. dollars, the Lead Manager instructs DTC, subject to further instructions, on the Issue Date, to debit its account, or such accounts as it directs and pay the purchase price for those Covered Bonds to the Issuer's account with the Closing Bank notified to DTC by the Lead Manager for such purpose.</p> <p>In the case of any Registered Global Covered Bonds to be registered in the name of a nominee for DTC, where the relevant Covered Bonds are denominated in a Specified Currency other than U.S. dollars, the Lead Manager instructs its paying bank to pay the purchase price for those Covered Bonds to the account of the Issuer with the Closing Bank for value on the Issue Date.</p>
No later than Issue Date minus 2	2.00 p.m.	If required by applicable legislation or stock exchange rules, the Issuer shall file the Final Terms Document with the FCA along with an application for admission to the Official List and the Principal Paying Agent shall file the Final Terms Document with the London Stock Exchange and/or the ISM, and, if permitted by applicable legislation or stock exchange rules, with the FCA on behalf of the Issuer.
	3.00 p.m.	<p>In the case of any Registered Global Covered Bonds to be registered in the name of a nominee for a common depositary or common safekeeper for Euroclear and Clearstream, Luxembourg, the relevant Manager instructs Euroclear and/or Clearstream, Luxembourg to debit its account and pay the purchase price, against delivery of the relevant Covered Bonds, to the Principal Paying Agent's account with Euroclear and/or Clearstream, Luxembourg on the Issue Date and the Principal Paying Agent receives details of the instructions through the records of Euroclear and/or Clearstream, Luxembourg.</p> <p>In the case of Floating Rate Covered Bonds, the Principal Paying Agent notifies (as applicable) the Bond Trustee, the Registrar, the relevant clearing systems, the Issuer, (in the</p>

Day	London time	Action
Issue Date minus 1 (in the case of pre-closed issues) or Issue date (in any other case) (the “ Payment Instruction Date ”)	agreed time	<p>case of listed Covered Bonds) the relevant Stock Exchange and any other relevant authority and the Lead Manager by electronic communication of the Rate of Interest for the first Interest Period (if already determined). Where the Rate of Interest has not yet been determined, this will be notified in accordance with this paragraph as soon as it has been determined.</p> <p>The Registrar prepares and authenticates the Registered Global Covered Bond(s) for each Tranche of Covered Bonds which is to be purchased. The conditions precedent in the Subscription Agreement and the Program Agreement are satisfied or waived. The Registrar, in the case of an issue of Registered Bonds pursuant to Section 4(2) of the Securities Act, ensures that it collects from the investor(s) an institutional accredited investor representation letter in the appropriate form. The Registrar enters details of the principal amount of the Covered Bonds to be issued and the registered holder(s) of such Covered Bonds in the Register.</p> <p>Each Registered Global Covered Bond registered in the name of a nominee for DTC is then delivered by, or on behalf of, the Registrar to a custodian for DTC to credit the principal amount of the relevant Covered Bonds to the appropriate participants’ accounts of DTC previously notified by the relevant Manager and each Registered Global Covered Bond registered in the name of a nominee for a common depository or common safekeeper for Euroclear and Clearstream, Luxembourg is then delivered to the common depository or common safekeeper for Euroclear and Clearstream, Luxembourg and instructions are given by the Principal Paying Agent to Euroclear or, as the case may be, Clearstream, Luxembourg to credit the Covered Bonds represented by the relevant Global Covered Bond to the Principal Paying Agent’s distribution account with the relevant ICSD(s) on the Issue Date.</p> <p>For covered bonds held under the NSS, the Principal Paying Agent then instructs the mark up of the issue outstanding amount of the Global Covered Bond to the ICSDs through the common service provider</p> <p>In the case of each Registered Global Covered Bond which is held under the NSS, the common safekeeper confirms deposit and effectuation of the Global Covered Bond to the Principal Paying Agent, the common service provider and the ICSDs.</p>

Day	London time	Action
		In the case of each Registered Global Covered Bond which is held under the NSS, the common service provider relays the Principal Paying Agent's instruction to mark up the issue outstanding amount of the Global Covered Bond to the ICSDs.
Issue Date:		<p>The Lead Manager instructs DTC to credit the interests in any Global Covered Bond(s) registered in the name of a nominee for DTC to such participation accounts as have previously been notified to DTC. The common depository or the common safekeeper for the ICSDs further instructs the ICSD to debit from the distribution account the principal amount of any Global Covered Bonds registered in the name of a nominee for a common depository for Euroclear and Clearstream, Luxembourg and to credit that nominal amount to the account of the relevant Manager with Euroclear or Clearstream, Luxembourg against payment to the account of the Principal Paying Agent of the purchase price for those Covered Bonds for value on the Issue Date. The relevant Manager gives corresponding instructions to Euroclear or Clearstream, Luxembourg.</p> <p>The relevant clearing systems debit (if applicable) and credit accounts in accordance with instructions received by them and in the case of bonds held under the NSS, mark up their records appropriately.</p> <p>The Closing Bank receives payment for the account of the Issuer and for value on the Issue Date of the aggregate amount paid to it by DTC or, as the case may be, the Lead Manager through its paying bank in respect of any Global Covered Bonds registered in the name of a nominee for DTC. The Principal Paying Agent pays to the Issuer for value on the Issue Date the aggregate purchase moneys received by it in respect of any Global Covered Bonds registered in the name of a nominee for a common depository for Euroclear and Clearstream, Luxembourg to the account of the Issuer previously notified to the Principal Paying Agent for the purpose.</p>
On or subsequent to the Issue Date:		<p>If so requested, the Registrar notifies the Issuer and the Principal Paying Agent of the issue of Covered Bonds giving details of each Registered Global Covered Bond and the principal amount represented thereby.</p> <p>The Principal Paying Agent confirms the issue of Covered Bonds to the relevant Stock Exchange and any other</p>

Day	London time	Action
		relevant authority.
		Each other Manager which has purchased Covered Bonds notifies the Lead Manager when the distribution of the Covered Bonds purchased by it has been completed. The Lead Manager promptly notifies the Principal Paying Agent upon completion of the distribution of the Covered Bonds of the relevant Tranche. The Principal Paying Agent promptly notifies the Issuer, the Registrar, the Bond Trustee, the Lead Manager, Euroclear and Clearstream, Luxembourg, as the case may be, of the date of the end of the Distribution Compliance Period with respect to the relevant Tranche of Covered Bonds.