

Terms and Conditions

The Bank of Nova Scotia Tiered Investment Savings Account (Series A) ("BNS Tiered ISA"),
The Bank of Nova Scotia U.S. Dollar Tiered Investment Savings Account (Series A) ("BNS US\$ Tiered ISA"),
The Bank of Nova Scotia Corporate Tiered Investment Savings Account (Series A) ("BNS Corporate Tiered ISA"),
The Bank of Nova Scotia U.S. Dollar Corporate Tiered Investment Savings Account (Series A) ("BNS US\$ Corporate Tiered ISA"),
The Bank of Nova Scotia Investment Savings Account (Series F) ("BNS ISA"),
The Bank of Nova Scotia U.S. Dollar Investment Savings Account (Series F) ("BNS US\$ ISA"),
The Bank of Nova Scotia Corporate Tiered Investment Savings Account (Series F) ("BNS Corporate Tiered ISA"),
The Bank of Nova Scotia U.S. Dollar Corporate Tiered Investment Savings Account (Series F) ("BNS US\$ Corporate Tiered ISA"),
ADS Canadian Bank Tiered Investment Savings Account (Series A) ("ADSB Tiered ISA"),
ADS Canadian Bank U.S. Dollar Tiered Investment Savings Account (Series A) ("ADSB US\$ Tiered ISA"),
ADS Canadian Bank Corporate Tiered Investment Savings Account (Series A) ("ADSB Corporate Tiered ISA"),
ADS Canadian Bank U.S. Dollar Corporate Tiered Investment Savings Account (Series A) ("ADSB US\$ Corporate Tiered ISA"),
ADS Canadian Bank Investment Savings Account (Series F) ("ADSB ISA"),
ADS Canadian Bank U.S. Dollar Investment Savings Account (Series F) ("ADSB US\$ ISA"),
ADS Canadian Bank Corporate Tiered Investment Savings Account (Series F) ("ADSB Corporate Tiered ISA"),
ADS Canadian Bank U.S. Dollar Corporate Tiered Investment Savings Account (Series F) ("ADSB US\$ Corporate Tiered ISA"),
Montreal Trust Company of Canada Tiered Investment Savings Account (Series A) ("MTCC Tiered ISA"),
Montreal Trust Company of Canada Investment Savings Account (Series F) ("MTCC ISA"),
National Trust Tiered Investment Savings Account (Series A) ("NT Tiered ISA"),
National Trust Investment Savings Account (Series F) ("NT ISA"),
Scotia Mortgage Corporation Tiered Investment Savings Account (Series A) ("SMC Tiered ISA"), and
Scotia Mortgage Corporation Investment Savings Account (Series F) ("SMC ISA").

1. Definitions:

You, your means the accountholder who has entered into an agreement with the Broker/Dealer to deposit funds into the Account;

We, us, the Bank means The Bank of Nova Scotia ("BNS") if the Account is held at BNS, ADS Canadian Bank ("ADSB") if the Account is held at ADSB.

Account means, the Investment Savings Accounts (ISA's) that are listed above.

Broker/Dealer means the investment firm with whom you have a relationship and who has agreed to deposit funds into the Account on your behalf.

Business Day means any day that is not a Saturday, Sunday or a holiday.

1832 L.P. means 1832 Asset Management L.P. who has been engaged by the Bank to act as its deposit agent and to give access to and collect deposits for the Accounts and facilitate the repayment of the amounts that accountholders may want to withdraw.

Dynamic Funds means the Dynamic Funds division of 1832 L.P.

Deposits made into the Account are deposited into an account opened at the Bank on your behalf. The Account is available to Canadian residents only. Other restrictions as set out in these Terms and Conditions also apply.

2. Access to the Account:

(a) **Deposits and Withdrawals** – You may deposit and withdraw (redeem) from your Account through your Broker/Dealer who will send your available transaction request to us. You may also access your Account for the purpose of depositing and withdrawing (redeeming) funds in such other ways as we may designate from time to time. We reserve the right, in our sole discretion, to set a minimum and maximum deposit and balance amount for each accountholder. You should enquire what the current minimum and maximum amounts are. We may terminate your Account for any reason by giving you or your Broker/Dealer notice of such termination thirty (30) days prior to the termination date. We may terminate your Account immediately in the event that you handle the Account in an unsatisfactory manner or for any illegal purpose.

(b) **Automatic Transfer Services** - With the exception of the Corporate ISA products, you may pre-arrange the following services through your Broker/Dealer:

- **SMART Plan** – This Plan allows you to make regular automatic transfers (switches) between the Account and a fund that you hold with Dynamic Funds. You can choose to do so monthly, quarterly, or semi-annually, in an amount no less than the minimum amount. We may choose to restrict the transfer (switch) between certain Accounts and funds from time to time (subject to availability).

For Accounts denominated in Canadian dollars, the following services are Available:

- **Systematic Withdrawal Plan ("SWIP")** – This Plan allows you to make regular automatic withdrawals (redemptions) from the Account, if the balance of your Account is at least at the minimum balance as we may advise from time to time.

You can choose to withdraw funds monthly, quarterly, semi-annually, or annually, in an amount not less than the minimum amount.

- **Pre-Authorized Chequing Plan (“PAC”)** – This Plan allows you to make regular automatic deposits into the Account, following the placement of the initial deposit, from an account at another financial institution. You can choose to deposit weekly, bi-weekly, semi-monthly, monthly, bi-monthly, quarterly, semi-annually, or annually, in minimum amounts as we may advise from time to time.

(c) **Redemption** – Requests for redemption must be made in writing, with your signature guaranteed by a Canadian bank, trust company, investment dealer or a mutual fund dealer that is acceptable to us. The notice for redemption and all documents are to be provided to your Broker/Dealer. The Account will be settled on a T+ 1 day basis upon receipt of all necessary documents. A temporary hold back may be made from a full redemption of your Account where a PAC Plan item is in process.

(d) **Hold on Funds** – We reserve the right to hold the funds from any cheque or other payment instrument deposited to your Account (subject to applicable law) until the cheque or other payment instrument is cleared at the financial institution on which it is drawn. If you deposit a cheque to your Account which is encoded with magnetic ink character recognition (MICR), which is not damaged or mutilated, the maximum hold period we will place on that cheque will be: for each cheque written on a financial institution branch in Canada; four (4) business days for each Canadian dollar cheque that does not exceed \$1,500.00, seven (7) business days for each Canadian dollar cheque that exceeds \$1,500.00 and ten (10) business days for US dollar cheques. Cheques written on a financial institution located in the United States will be held for a maximum of twenty (20) business days. Cheques written on a financial institution outside of Canada and the United States will be held for a maximum of thirty (30) business days. The hold period will begin on the first business day that the cheque is accepted by your Broker/Dealer. We may extend the hold period for any one of the following reasons: (i) there are reasonable grounds to believe the deposit is being made for illegal or fraudulent purposes; (ii) the Account has been open for less than ninety (90) days; (iii) the cheque has been endorsed more than once; or (iv) the cheque is deposited at least six (6) months after the date of the cheque. Some cheques may be sent on “collection”, meaning that the funds will be credited to your Account only if and when the cheque clears the other financial institution and the funds have been received by us.

(e) **Restrictions** - Switches cannot be made between Corporate ISA's and all other series. This is in lieu of units of any series being sold outright and converted to cash which can happen at any time. No deposits will be accepted from Financial Institution clients (i.e. Banks, Credit Unions).

3. Interest Calculation and Payment

The rate of interest paid on the Account will be disclosed to you at the time you set up the Account. This rate varies from time to time and may be changed without notice as permitted by law. Interest is calculated daily on the opening balance of the Account, excluding the date of purchase, and is payable monthly by way of credit to your Account on the last Friday of each month or, if the last Friday of any month is a holiday, on the immediately preceding business day. Daily interest will be calculated by multiplying the applicable annual interest rate by your daily opening balance, and dividing that amount by 365 (or 366 in a leap year). The interest rate on the Account is available on our website at ads.scotiabank.com.

4. Statements and Transaction Information

A statement setting out the transactions in your Account will either be provided separately by your brokerage firm or as part of your regular Dynamic Funds statement. You are in the best position to discover unauthorized activity to your Account. You must promptly notify your Broker/Dealer of any errors, irregularities, omissions or unauthorized activity in your Account as soon as you discover it. If we do not receive notice from you within 30 days of the statement date, you accept the statement as valid and correct and release us from all claims and liability.

Your agreement with your Broker/Dealer will determine issues such as joint ownership, a trustee/beneficiary relationship, or the transfer of assets in the Account on death. You acknowledge that we may rely on the instructions of your Broker/Dealer in all matters in relation to the Account

5. Fees:

(a) **Account Fees** – There are no regular account fees associated with the Account. However, Dynamic Funds will charge its current NSF fee for any deposit to the Account that is returned 'not sufficient funds'. The current NSF fee is \$25.00 but is subject to change. If the Bank provides services such as searches or photocopying of records as a result of your request or any third party demands on your Account, you will pay our fees of \$30.00 per hour plus expenses with a minimum charge of \$15.00, with such fees being subject to change. Your Account may be debited for such fees as well as for any other fees or charges that may be imposed by any other financial institution. We can apply a positive (credit) balance in any of your accounts with us against any debt or liability you may have in any of your other accounts with us, without first giving you notice. We may change these fees from time to time in the manner required by law. We will send you a statement setting out any changes in the fees payable on your Account within the time period required by applicable legislation.

(b) **Costs and Legal Fees** – You agree to pay to us on demand any costs to recover amounts that you owe us. These costs include legal fees on a solicitor and client basis, as well as those reasonable counsel fees charged by our lawyers for the purposes of responding to any third party demands on your Account. Your Account may be debited for such expenses. If you fail to pay these expenses, they may be charged against any account that you have with us.

(c) Fees Paid—1832 L.P. is paid a fee by the Bank for their services. The Bank may also pay Broker/Dealers a fee based on the Account's average monthly balance. These fees do not reduce your return on the Account.

6. Liability for Damages Limited

In the event that you suffer any loss or harm as a result of our negligence or willful misconduct, our liability shall be limited to the amount of the item or the direct damage that you have suffered. We shall not be liable for any indirect, special or consequential damages.

7. Changing this Agreement

We may amend these Terms and Conditions at any time and notify you at the address that we have for you in our records. If we mail a notice, it will be considered to have been received by you five (5) business days after we send it. Alternatively, we may also post the amended Terms and Conditions on ads.scotiabank.com and/or by any method permitted by law.

8. Complaint Resolution:

CONTACT SCOTIABANK ADVISOR DEPOSIT SERVICES

If your Broker/Dealer has not been able to resolve your problem, please contact a Scotiabank Advisor Deposit Services Specialist at the number below from Monday to Friday between 8:00 a.m. and 5:30 p.m. (EST). If the person you speak to is not able to resolve your concerns to your satisfaction, please speak directly to the Manager, who has the authority to resolve the majority of problems that arise.

Scotiabank Advisor Deposit Services

Toll free telephone: 1-866-884-3434

Toll free fax: 1-888-444-7365

Email: scotia.ads@scotiabank.com

4715 Tahoe Blvd, 5th floor

Mississauga, ON L4W 0B5

CONTACT THE OFFICE OF THE PRESIDENT

If the Manager has been unable to resolve your complaint satisfactorily, a representative of the President & CEO will be pleased to assist you.

Office of the President, Scotiabank

Email: mail.president@scotiabank.com

44 King Street W.

Toronto, ON M5H1H1

Toll free fax: 1-877-700-0045

Toronto fax: 416-933-1777

Toll free telephone: 1-877-700-0043

English Toronto telephone: 416-933-1700

French Toll free telephone: 1-877-700-0044

French telephone in Toronto: 416-933-1780

CONTACT SCOTIABANK'S OMBUDSMAN

Scotiabank's Ombudsman has been appointed to undertake an impartial review of unresolved customer complaints. If you have gone through the first three steps and remain dissatisfied, submit your complaint to the Ombudsman in writing.

Scotiabank - Ombudsman

Email: ombudsman@scotiabank.com

44 King Street West

Toronto, ON M5H 1H1

Toll free fax: 1-866-787-7061

CONTACT THE ADR Chambers Banking Ombudsman (ADRBO)

If you are still not satisfied, you may contact an External Complaints Body for banking complaints; ADR Chambers Banking Ombudsman (ADRBO)

ADRBO has been appointed to undertake an impartial review of unresolved banking complaints.

If you are not satisfied with our Ombudsman's response, you can refer your complaint to the ADRBO. While we would expect to resolve your complaint within 90 days, if our best efforts have been unable to provide a resolution in that time, you may refer your complaint to the ADRBO.

ADR Chambers Banking Ombudsman

P.O. Box 1006

31 Adelaide St. E.

Toronto, ON M5C 2K4

Telephone: 1-800-941-3655

Fax: 1-877-803-5127

Email: contact@bankingombuds.ca

CONTACT THE FINANCIAL CONSUMER AGENCY OF CANADA (FCAC)

The FCAC supervises federally regulated financial institutions to ensure they comply with federal consumer protection laws. If you have a complaint about such a regulatory matter, you can contact the FCAC:

Financial Consumer Agency of Canada

427 Laurier Ave. West, 6th Floor

Ottawa, ON K1R 1B9

Toll free telephone: 1-866-461-3222

Fax: 1-866-814-2224/613-941-1436

Website: www.fcac-acfc.gc.ca

9. Privacy

Your Broker/Dealer shall provide us with information about you including your name, address, social insurance number and Account deposit amounts (collectively, "Personal Information"). We may collect and use Personal Information to identify you, protect you from fraud and error, understand your eligibility for services, provide ongoing service and to comply with legal and regulatory requirements. We may also collect, use and disclose information for any purpose required or permitted by law. This is explained in the Scotiabank Advisor Deposit Services Privacy Agreement ("Privacy Agreement"), a copy of which will be given to you and which is also available at ads.scotiabank.com. You agree to be bound by the terms and conditions of the Privacy Agreement, which describes how we collect, use, disclose and retain information about you and the products and services you use.

10. Deposit Insurance

The Bank of Nova Scotia and ADS Canadian Bank are members of Canada Deposit Insurance Corporation (CDIC). To determine the eligibility of your Canadian Dollar Accounts for CDIC coverage, contact the CDIC at info@cdic.ca or at 1-800-461-2342. **An Account denominated in U.S. dollars does not constitute a deposit that is insured under the Canada Deposit Insurance Corporation (CDIC) Act.**

11. Language – Langue

You have expressly requested that these terms and conditions and all related documents, including notices, be drawn up in the English language. Vous avez expressément demandé que ces conditions et tout document y afférent, y compris tout avis, soient rédigés en langue anglaise.

12. Eligibility Criteria

(a) General Eligibility

- Available to Canadian residents only.
- You or your Broker/Dealer are not allowed to open multiple Accounts under the same issuer of an ISA for the purpose of exceeding the maximum investment applicable to that issuer of the ISA.

Failure to comply with the General Eligibility criteria and these Terms and Conditions may result in the closure of the Account and remittance of the funds to your Broker/Dealer to be credited to your account.

(b) Specific Account Eligibility & Investment Limits

0 Personal & Non-Personal Clients:

- Minimum: \$500
- Maximum: Purchases equal to or greater than \$50,000,000 are subject to the banks prior approval and discretion.

0 Automatic Transfer Services:

- SMART: Minimum \$100
- SWIP:
 - Minimum Balance at Set-up: \$1,000
 - Minimum Withdrawal: \$100
- PAC:
 - Minimum Increment: \$100