

UAP Inc.

Summary of the main fees for credit cards

Fee Description	Current Rates
Generation All-in-One	\$35,00
Visa Card (1) Rate per transaction	1,52%
Assessment fee per transaction	0,091% (2)
Carte MasterCard (1) Rate per transaction	1,54%
Assessment fee Per transaction	0,091% (2)
Dedit Card Interac	\$0,04 per transaction

(1) Additional fees are added when Visa and MasterCard commercial cards, Visa Infinite or MasterCard Premium are accepted. The above rates (consumer electronic) includes the 0,10% charged by TD.

(2) The assessment fee is charged by Visa and MasterCard through the intermediary of the bank. The above rates have been effective since April 2013. MasterCard's assessment fees increased by 0,004% in October hence aligning both assessment fees at 0,091%.

To apply to the TD Program, please complete and send the attached forms to TDMSSRG@td.com.



**MERCHANT SOLUTIONS STANDARD FEE SCHEDULE
UAP**

Standard Agreement IPLUS Fee Schedule

VISA

Outgoing Visa Credit Interchange Rate Plus	0.1000%	¹	of the gross value of all Visa Card credit Transactions
Outgoing Visa Credit Interchange Rate Plus	N/A	¹	per the gross number of Visa Card credit Transactions
Outgoing Visa Debit Interchange Rate Plus	0.1000%	¹	of the gross value of all Visa Card debit Transactions
Outgoing Visa Debit Interchange Rate Plus	N/A	¹	per the gross number of Visa Card debit Transactions
Visa Assessment Fee	0.091%		of the gross value of all Visa Card Transactions
Visa Foreign Assessment Fee (Multi Currency)	0.40%		of the gross value of all foreign Visa Card credit Transactions
Visa Foreign Assessment Fee (Single Currency)	0.80%		of the gross value of all foreign Visa Card credit Transactions
Visa Foreign Transaction Fee	N/A		per the Total number of foreign Visa Card credit Transactions

MASTERCARD

Outgoing MasterCard ® Credit Interchange Rate Plus	0.1000%	²	of the gross value of all MasterCard ® Card credit Transactions
Outgoing MasterCard ® Credit Interchange Rate Plus	N/A	²	per the gross number of MasterCard ® Card credit Transactions
Outgoing MasterCard ® Debit Interchange Rate Plus	0.1000%	²	of the gross value of all MasterCard ® debit Transactions
Outgoing MasterCard ® Debit Interchange Rate Plus	N/A	²	per the gross number of MasterCard ® debit Transactions
MasterCard ® Assessment Fee	0.091%		of the gross value of all MasterCard ® Card Transactions. Effective May 1, 2018, if you process Mastercard e-commerce transactions, the Mastercard Assessment Fee on your e-commerce Merchant Account will increase by 0.0226%.
MasterCard ® Foreign Assessment Fee (CDN)	0.40%		of the gross value of all foreign MasterCard ® Card credit Transactions
MasterCard ® Foreign Assessment Fee (USD)	0.80%		of the gross value of all foreign MasterCard ® Card credit Transactions
MasterCard ® Foreign Transaction Fee	\$0.135		per foreign MasterCard ® Card credit Transaction

DISCOVER

Outgoing Discover ® Credit Interchange Rate Plus	0.1000%	³	of the gross value of all Discover ® Card credit Transactions
Outgoing Discover ® Credit Interchange Rate Plus	N/A	³	per the gross number of Discover ® Card credit Transactions
Discover ® Assessment Fee	0.0712%		of the gross value of all Discover ® Card Transactions
Discover ® International Processing Fee	0.40%		of the gross value of all foreign Discover ® Card credit Transactions

UNIONPAY

Outgoing UnionPay Credit Interchange Rate Plus	0.1000%	⁴	of the gross value of all UnionPay Card credit Transactions
Outgoing UnionPay Credit Interchange Rate Plus	N/A	⁴	per the gross number of UnionPay Card credit Transactions
UnionPay Assessment Fee	0.100%		of the gross value of all UnionPay Card Transactions
UnionPay Transaction Fee	N/A		per UnionPay Card Transaction

Amex (Opt Blue)

AMEX Credit Wholesale Discount Rate Plus	N/A	⁵	of the gross value of all Amex Card credit Transactions
AMEX Credit Wholesale Discount Rate Plus	N/A	⁵	per the gross number of Amex Card credit Transactions
AMEX Assessment Fee	N/A		of the gross value of all Amex Card Transactions
AMEX Assessment Fee	N/A		of the gross value of all Amex Card credit Transactions
AMEX Transaction Fee	N/A		per Amex Card Transaction

INTERAC DIRECT PAYMENT

Interac® Direct Payment (IDP) Transaction Fee	\$0.033		per transaction for the total number of Interac® Debit Card transactions
Interac® Direct Payment (IDP) Assessment Fee	\$0.0070		per Interac® Debit Card Transaction
Interac® Direct Payment (IDP) Flash Interchange Rate	\$0.035		per Interac® Debit Card Flash Transaction.
Interac® Direct Payment (IDP) Settlement Fee	\$0.033		only if IDP accepted. Per closed settlement. Charged monthly.

OTHER PROCESSING FEES

Non-TDMS Credit Card Transaction Fee	\$0.050	⁶	per non-TDMS Credit Card Transactions (includes American Express credit Cards)
Average Transaction Size Transaction Fee	N/A	⁷	per Visa/MasterCard ®/Discover ®/ UnionPay Card credit Transaction
Online Mart Transaction Fee	\$0.10	⁸	per Transaction
Online Mart Secure Payment Profile Fee	\$0.05	⁸	per Transaction
Online Mart Batch Processing Transaction Fee	\$0.10	⁸	per Transaction
IVR Transaction Fee	N/A	⁸	per Transaction

ACCOUNT FEES

Early Termination Fee	\$250.00		per Merchant location
Monthly Service Fee	N/A		per Merchant location
Payment Card Industry (PCI) Security Monthly Fee	N/A		per Merchant location
Batch Close Fee	N/A		per first batch closed per terminal per day.
Dial-up Connection Monthly Fee	N/A		per dial-up terminal (plus taxes)
Monthly Paper Statement Fee	N/A		(plus taxes)
Online Reporting Monthly Fee	\$5.00		per reporting location (plus taxes)
Minimum Monthly Discount Fee	\$10.00		per Merchant location
Chargeback/Adjustment Fee	\$10.00		per Chargeback or adjustment
Non-Sufficient Funds (NSF) Fee	N/A		charged on the first incident per month
Deposit Fee - Other Financial Institution (OFI)	N/A		monthly fee

DEVICES AND SOLUTIONS MONTHLY FEES

Freedom IV Standalone	N/A	⁹	for each Terminal (plus taxes)
Freedom IV + PINpad	\$35.00	⁹	for each Terminal and PIN pad (plus taxes)
Mobile POS	\$16.00	⁹	for each Terminal (plus taxes)
Freedom IV + RFID	N/A	⁹	for each Terminal and Contactless Reader (plus taxes)
ICT250 Standalone	N/A	⁹	for each Terminal (plus taxes)
ICT250 + PinPad	N/A	⁹	for each Terminal (plus taxes)
IWL252 BT	N/A	⁹	for each Terminal (plus taxes)
IWL255 3G	N/A	⁹	for each Terminal (plus taxes)
Generation All in One	\$35.00	⁹	for each Terminal (plus taxes)
Generation Portal + PINpad + RFID	\$42.00	⁹	for each Terminal and PIN pad (plus taxes)
Generation WiFi + Cradle Short Range	\$55.00	⁹	for each Terminal and Cradle (plus taxes)
Generation HSPA + Cradle Long Range	\$55.00	⁹	for each Terminal and Cradle (plus taxes)
Ingenico IPP320	N/A	⁹	for each PIN pad (plus taxes)
Key Injection for Merchant Owned Devices	N/A	⁹	for each device injected (one-time)
Online Mart Web Terminal	\$35.00	⁹	for each Terminal (plus taxes)
Tokenization Monthly Fee	\$20.00	⁹	for each Terminal (plus taxes)
Online Mart Hosted StoreFront Monthly Fee	N/A	⁹	for each Terminal (plus taxes)
Online Mart Batch Processing Monthly Fee	\$10.00	⁹	(plus taxes)
IVR Monthly Fee	N/A	⁹	(plus taxes)
Merchant PC - Credit Only PINpad	N/A	⁹	for each PIN pad (plus taxes)



**MERCHANT SOLUTIONS STANDARD FEE SCHEDULE
UAP**

Standard Agreement PLUS Fee Schedule

Bell Data Plan Monthly Fee	\$13.98	per wireless Terminal (plus taxes)
Annual Imprinter Rental Fee	\$12.00	per imprinter (plus taxes)



**MERCHANT SOLUTIONS STANDARD FEE SCHEDULE
UAP**

Standard Agreement PLUS Fee Schedule

ONE TIME SETUP FEES

Application Fee	N/A	
Onsite Installation/Training Fee	N/A	per Terminal (applies to devices we mail to you)
Wireless Terminal Activation Fee	\$0.00	per wireless Terminal (plus taxes)
Online Mart Setup Fee	\$0.00	(plus taxes)
Online Mart Batch Processing Set-Up Fee	\$0.00	(plus taxes)
Software Purchase Fee	N/A	Merchant PC or PC Batch only (plus taxes)
IVR Activation Fee	N/A	(plus taxes)
TD Gift Card Set-Up Fee	N/A	¹⁰ charged for the first location
TD Gift Card Set-Up Fee	N/A	¹⁰ charged for each additional location
Seasonal Service Fee	N/A	Terminal fee for first 14 days. After 14 days, see Monthly Equipment Rental Fee

1. "Outgoing Visa Interchange Rate" means in any time period, the actual cost paid by us to Visa Canada Corporation for Visa Card interchange fees, in relation to the acquiring of Visa Card Transactions. Will be identified as Visa Discount Rate Adjustment Fee on the Merchant Solutions monthly statement.
2. "Outgoing MasterCard ® Interchange Rate" means, in any time period, the actual cost paid by us to MasterCard ® International Incorporated for MasterCard ® Card interchange fees in relation to the acquiring of MasterCard ® Card Transactions. Will be identified as MasterCard ® Discount Rate Adjustment Fee on the Merchant Solutions monthly statement.
3. "Outgoing Discover ® Interchange Rate" means, in any time period, the actual cost paid by us to Discover ® for Discover ® Card interchange fees in relation to the acquiring of Discover ® Card Transactions. Will be identified as Discover® Discount Rate Adjustment Fee on the Merchant Solutions monthly statement.
4. "Outgoing UnionPay Interchange Rate" means, in any time period, the actual cost paid by us to UnionPay for UnionPay Card interchange fees in relation to the acquiring of UnionPay Card Transactions. Will be identified as UnionPay Discount Rate Adjustment Fee on the Merchant Solutions monthly statement.
5. Will be listed by individual card type on the Merchant Solutions monthly statement.
6. Applied to all Transactions if Merchant-reported average transaction size is less than the current Merchant Service ATS minimum threshold.
7. Will be identified as Transaction Fee for each card type on the Merchant Solutions monthly statement.
8. Will be identified as Monthly Equipment Rental Fee on the Merchant Solutions monthly statement.
9. Our provision of gift card services to you is subject to the TDMS Gift Card Services Agreement, which we will provide to you.
10. All trade-marks are the property of their respective owners.

(0116)

Payment solutions you can count on from TD Merchant Services

TD Generation – All-In-One

Designed for businesses requiring a countertop point-of-sale solution for accepting debit and credit payments, this all-in-one device brings the added convenience of built-in contactless payment acceptance and PINpad.

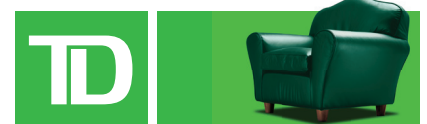
Easy for your staff and customers to use, the TD Generation®: All-in-One terminal may be right for you.

Features and Benefits

- **Process transactions faster** – this terminal incorporates contactless technology, so your customers can pay with *MasterCard PayPass®*, *Visa payWave**, *American Express ExpressPay®* and *Interac Flash®*.¹
- **Easy to use** – large high-resolution colour screen technology uses colour menu icons instead of traditional text-based lists, making it easier for your customers and employees to use, thereby minimizing mistakes.
- **Get the benefits of gift cards** – TD Gift Card functionality lets you build brand and customer loyalty.
- **Increased security** – each device has its own password and supervisor password and can hold information for up to 100 individual supervisors/operators.
- **Learn quickly and easily** – the Training Mode feature makes it easy to learn the system and train your employees.



Get the convenience of the TD Generation terminal



We provide

- All-in-one terminal with built-in printer, PINpad and contactless reader.
- Power cable with built-in communication hub for either dial-up or IP connectivity.

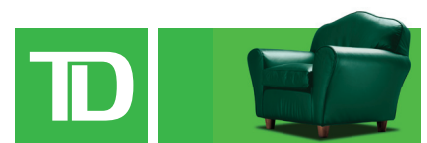
Specifications

Hardware <ul style="list-style-type: none">• Arm 9 32 BIT 400MHZ	Communication <ul style="list-style-type: none">• Includes high-quality speaker• Audio prompts assist cardholders through the transaction process
Memory <ul style="list-style-type: none">• 64 MB DDRAM• 256 MB Flash	Keypad <ul style="list-style-type: none">• Keys are backlit for easier display
Display <ul style="list-style-type: none">• 2.8" QVGA (240x320 pixel) colour display	Contactless Support <ul style="list-style-type: none">• <i>Visa payWave</i>• <i>MasterCard PayPass</i>• <i>Interac Flash</i>• <i>American Express ExpressPay</i>
Physical <ul style="list-style-type: none">• 8.5 cm wide x 20.4 cm long x 5.2 cm high	Connectivity <ul style="list-style-type: none">• Ethernet and dial-up hub
Smart Card Reader <ul style="list-style-type: none">• EMV level 1 and level 2 compliant	Printer Features <ul style="list-style-type: none">• Print speed of 15 lines per second• Roll diameter: 5.7 wide x 4.0 cm high

POS Solution Support

- Four-hour guarantee for on-site equipment servicing and technical support²
- On-site installation and training for most POS systems, including tips on reducing fraud and costly chargebacks
- Telephone support 24 hours a day, seven days a week through our Call Centre Specialists at **1-800-363-1163**
- Software and equipment upgrades¹

<For more information, call **1-800-363-1163**
or visit tdmerchantservices.com>



¹ Certain restrictions apply.

² Available seven days a week (except Christmas Day and New Year's Day) in most major centres if TD Merchant Services receives the telephone call for assistance by 4:00 p.m. ET on weekdays, and 2:00 p.m. ET on weekends. All trade-marks are the property of their respective owners. © The TD logo and other trade-marks are the property of The Toronto-Dominion Bank.



Merchant Information

Registered Legal Name (This is the name under which the business is incorporated or registered [e.g. 972480 Ontario Inc.]

Is the Trade Name the same as the Legal Name?

Input fields for Yes/No and a follow-up line.

Class / SIC #: _____ Class / SIC Description: _____

TD Canada Trust Branch & Account #: _____

Contact Name: _____

Phone Number: _____ Years in Business: _____

Best Time(s) to Call: [] Anytime [] 8 AM - 12 PM [] 12 PM - 4 PM [] 4 PM - 8 PM

Can we contact and communicate with you by email? [] No [] Yes

Email Address _____

% of Transaction Types(s) Processed: Card Physically Present _____% Card Not Physically Present _____% (Face to Face - Service / Retail) (Mail, Telephone, Internet)

Description of Business (What product/services do you sell? Do you delay delivery of goods or services? Who is your Target Customer?):

Product(s) Requested (Tick all that apply): [] Credit Card (VISA, MasterCard, American Express, etc) [] Debit Cards (Interac Direct Payment, Visa Debit, etc)

Existing Merchant Provider: [] Moneris [] Global Payments [] Paymentech [] Other: _____ [] N/A

Association Member: [] No [] Yes If Yes, provide written confirmation:

Association Name _____

Total Annual Sales Volumes: [] \$0-\$100,000 [] \$100,001-\$500,000 [] \$500,001-\$6,000,000 [] \$6,000,001 and Above

Comments/Special Instructions:

Multiple horizontal lines for entering comments or special instructions.

Agreement

In this section, the words "you", "your" and "yours" mean the merchant named in this Merchant Solutions Application (the "Application"), and if the merchant is not an individual, also means each of the owners, partners or principals of the merchant. The words "we", "us" and "our" mean the TD Bank Financial Group*. The word "Information" means financial, personal, business and other details about you that you provide to us and we obtain from others outside our organization, including through the products and services you use, including as set out below.

(a) You certify all the Information provided in the Application to be true and complete and represent that you are presently current with all of your creditors; there are no liens or judgments against you; you are not now nor have you ever been bankrupt or had any part of an account written off by a creditor as not collectible; (b) You request the provision of merchant services; you agree to be bound by the TD Merchant Solutions Terms and Conditions, and by any other agreement(s) that govern the merchant services that we may provide to you; and you agree that use of merchant services by you will constitute your acceptance of the TD Merchant Solutions Terms and Conditions or such other agreements that we may provide you from time to time; (c) **Internet Transactions** - You agree that, if you are approved as a merchant, you will not accept transactions over the Internet without our prior approval. If approved, the approval will only apply to a specific website and Internet service provider. You hereby authorize us and will obtain the authorization of your Internet service provider for us to conduct security assessment scans over the Internet of your website(s); (d) If we request, you agree to provide us with a reference letter from your principal financial institutions; (e) You agree that, at the time you request to begin a relationship with us and during the course of our relationship, we may share your Information with our world-wide affiliates, and collect, use and disclose your Information as described in the Privacy Agreement separately provided to you and available online at www.td.com, including for, but not limited to, the purposes of: identifying you, providing you with ongoing service, helping us serve you better, protecting us both from fraud and error, complying with legal and regulatory requirements, and marketing products and services to you. We may communicate with you for any of these purposes by telephone, fax, text messaging, or other electronic means, and automatic dialing-announcing device, at the numbers you have provided us, or by ATM, internet, mail, email and other methods. If there are changes in future to your owners, partners or principals, you agree to make such persons aware of the Privacy Agreement, advise them that they are subject to such agreement and inform them that a copy of such agreement is available from TD Merchant Solutions or online at www.td.com. We may disclose Information to trusted third parties in order to process, authorize and authenticate transactions and in order to comply with regulations or requirements of these networks. We may disclose Information to these networks for the purpose of sending you information about their products and services.

You may obtain TD Bank Group's privacy code "Protecting your Privacy" or withdraw your consent to be contacted about offers of products or services with respect to TD Bank Group or Payment Card Networks, by contacting your branch or by calling 1-866-567-8888. To understand how you can withdraw your consent, refer to the 'Marketing Purposes' section of the Privacy Agreement.

*TD Bank Financial Group means The Toronto-Dominion Bank and its affiliates, who provide deposit, investment, loan, securities, trust, insurance and other products or services.

Each of the undersigned acknowledges that in completing this Application, he or she is doing so on behalf of the merchant named in the Application, and represents that he or she is authorized to do so.

It is the express wish of the parties that this agreement and any directly or indirectly related documents be drawn up in English. *Les parties ont exprimé la volonté expresse que cette convention et tous les documents s'y rattachant directement ou indirectement soient rédigés en anglais.*

Important: When there are multiple business owners, then **all** the owners or partners with at least 51% interest in the business must sign the Rapid App.

Dated: _____

Dated: _____

Owner / Partner / Principal Signature

Owner / Partner / Principal Signature

Print Name

Print Name

Dated: _____

Dated: _____

Owner / Partner / Principal Signature

Owner / Partner / Principal Signature

Print Name

Print Name

Guarantee (To be used in all Provinces except Alberta)

In this guarantee the term "Bank" means The Toronto-Dominion Bank, and its affiliates and the term "Client" means the merchant identified on this Merchant Solutions Application. In consideration of the Bank dealing with or continuing to deal with the Client, the undersigned unconditionally guarantees, jointly and severally, (and for Quebec purposes, solidarily), performance of the Client's obligations under the TD Merchant Solutions Terms and Conditions, and such other related agreements and notices that the Bank may provide the Client with from time to time (collectively, the "Client Obligations"), and prompt payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify the Bank for any and all amounts due from Client under the Client Obligations. The undersigned agrees that the Bank may amend any of the terms and conditions of any agreement in respect of any of the Client Obligations and assign the Bank's rights under this guarantee without notice to the undersigned and without the undersigned's consent. The undersigned understands that this is a guarantee of payment and not of collection and that the Bank is relying upon this guarantee in entering into the TD Merchant Solutions Terms and Conditions with the Client. The undersigned understands that the undersigned's obligations under this guarantee are continuing, unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged, limited or otherwise affected by and the undersigned hereby waives to the greatest extent permitted by law, any act or omission of any person or any other circumstance whatsoever which might constitute a legal or equitable discharge, limitation or reduction of the undersigned's obligations hereunder. The undersigned agrees to make all payments required under this guarantee without regard to any right of setoff or counterclaim that the undersigned has or may have against the Client or the Bank, which rights the undersigned waives. The Bank may, at its option, without notice, debit any accounts that the undersigned has at the Bank to satisfy the undersigned's obligations under this guarantee. The undersigned agrees to pay all costs and expenses, including legal fees, of enforcing this guarantee including the charges and expenses of the Bank's in-house lawyers. This guarantee is in addition to, and does not replace, any other present or future guarantee of the Client Obligations given by the undersigned. The undersigned also waives any benefit of division and discussion. This guarantee is binding on the undersigned and the undersigned's successors, heirs and permitted assigns

In this paragraph, the word Information means your personal and business information (except health information). You authorize us to exchange Information and reports about you with credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to validate your identity, review and verify your creditworthiness, establish credit and hold limits, help us collect a debt or enforce an obligation owed to us by you, and/or manage and assess our risks. You may choose not to have us conduct a credit check in order to assess an application for credit. Once you have such a facility or product with us and for a reasonable period of time afterwards, we may from time to time disclose your Information to other lenders and credit reporting agencies requesting such Information, which helps establish your credit history and supports the credit granting and processing functions in general. We may obtain Information and reports about you from Equifax Canada Inc., Trans Union of Canada, Inc. or any other credit reporting agency. You may access and rectify any of your personal information contained in their files by contacting them directly through their respective websites www.consumer.equifax.ca and www.transunion.ca. Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of Information.

Important: When there are multiple business owners, then **all** the owners or partners with at least 51% interest in the business must sign the Rapid App.

Dated this _____ day of _____, _____.

Owner / Partner / Principal Signature

Owner / Partner / Principal Signature

Print Name

Print Name

Branch Information Only

Branch Contact Name

Sales ID

Phone Number

Branch Transit Number

Confidential

The information in this facsimile contains confidential information intended only for TD Merchant Solutions. If you have received this facsimile in error, please notify us immediately by a telephone call to the above-mentioned toll-free number and return the original transmission to us by mail. We will reimburse you for postage. Please do not disclose the contents to anyone by either dissemination, distribution or the copying of this communication.



In this Agreement, the words "you" and "your" mean any person, or that person's authorized representative, who has requested from us, or offered to provide a guarantee for, any product, service or account offered by us in Canada. The words "we", "us" and "our" mean TD Bank Group ("TD"). TD includes The Toronto-Dominion Bank and its world-wide affiliates, which provide deposit, investment, loan, securities, trust, insurance and other products or services. The word "Information" means personal, financial and other details about you that you provide to us and we obtain from others outside TD, including through the products and services you use.

You acknowledge, authorize and agree as follows:

Collecting and Using Your Information

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

- details about you and your background, including your name, address, contact information, date of birth, occupation and other identification
- records that reflect your dealings with and through us
- your preferences and activities.

This Information may be collected from you and from sources within or outside TD, including from:

- government agencies and registries, law enforcement authorities and public records
- credit reporting agencies
- other financial or lending institutions
- organizations with whom you make arrangements, other service providers or agents, including payment card networks
- references or other information you have provided
- persons authorized to act on your behalf under a power of attorney or other legal authority
- your interactions with us, including in person, over the phone, at the ATM, on your mobile device or through email or the Internet
- records that reflect your dealings with and through us

You authorize the collection of Information from these sources and, if applicable, you authorize these sources to give us the Information.

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

- verify your identity
- evaluate and process your application, accounts, transactions and reports
- provide you with ongoing service and information related to the products, accounts and services you hold with us
- analyze your needs and activities to help us serve you better and develop new products and services
- help protect you and us against fraud and error
- help manage and assess our risks, operations and relationship with you
- help us collect a debt or enforce an obligation owed to us by you
- comply with applicable laws and requirements of regulators, including self-regulatory organizations.

Disclosing Your Information

We may disclose Information, including as follows:

- with your consent
- in response to a court order, search warrant or other demand or request, which we believe to be valid
- to meet requests for information from regulators, including self-regulatory organizations of which we are a member or participant, or to satisfy legal and regulatory requirements applicable to us to suppliers, agents and other organizations that perform services for you or for us, or on our behalf
- to payment card networks in order to operate or administer the payment card system that supports the products, services or accounts you have with us (including for any products or services provided or made available by the payment card network as part of your product, services or accounts with us), or for any contests or other promotions they may make available to you
- on the death of a joint account holder with right of survivorship, we may release any information regarding the joint account up to the date of death to the estate representative of the deceased, except in Quebec where the liquidator is entitled to all account information up to and after the date of death
- when we buy a business or sell all or part of our business or when considering those transactions
- to help us collect a debt or enforce an obligation owed to us by you
- where permitted by law.

Sharing Information Within TD

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

- to manage your total relationship within TD, including servicing your accounts and maintaining consistent Information about you
- to manage and assess our risks and operations, including to collect a debt owed to us by you.
- to comply with legal or regulatory requirements.

You may not withdraw your consent for these purposes.

Within TD we may also share Information world-wide, other than health-related Information, to allow other businesses within TD to tell you about products and services. In order to understand how we use your Information for marketing purposes and how you can withdraw your consent, refer to the Marketing Purposes section below.

Additional Collections, Uses and Disclosures

Social Insurance Number (SIN) - If requesting products, accounts or services that may generate interest or other investment income, we will ask for your SIN for revenue reporting purposes. This is required by the Income Tax Act (Canada). If we ask for your SIN for other products or services, it is your option to provide it. When you provide us with your SIN, we may also use it as an aid to identify you and to keep your Information separate from that of other customers with a similar name, including through the credit granting process. You may choose not to have us use your SIN as an aid to identify you with credit reporting agencies.

Credit Reporting Agencies and Other Lenders - For a credit card, line of credit, loan, mortgage or other credit facility, merchant services, or a deposit account with overdraft protection, hold and/or withdrawal or transaction limits, we will exchange Information and reports about you with credit reporting agencies and other lenders at the time of and during the application process, and on an ongoing basis to review and verify your creditworthiness, establish credit and hold limits, help us collect a debt or enforce an obligation owed to us by you, and/or manage and assess our risks. You may choose not to have us conduct a credit check in order to assess an application for credit. Once you have such a facility or product with us and for a reasonable period of time afterwards, we may from time to time disclose your Information to other lenders and credit reporting agencies requesting such Information, which helps establish your credit history and supports the credit granting and processing functions in general. We may obtain Information and reports about you from Equifax Canada Inc., Trans Union of Canada, Inc. or any other credit reporting agency. You may access and rectify any of your personal information contained in their files by contacting them directly through their respective websites www.consumer.equifax.ca and www.transunion.ca. Once you have applied for any credit product with us, you may not withdraw your consent to this exchange of Information.

Fraud - In order to prevent, detect or suppress financial abuse, fraud, criminal activity, protect our assets and interests, assist us with any internal or external investigation into potentially illegal or suspicious activity or manage, defend or settle any actual or potential loss in connection with the foregoing, we may collect from, use and disclose your Information to any person or organization, fraud prevention agency, regulatory or government body, the operator of any database or registry used to check information provided against existing information, or other insurance companies or financial or lending institutions. For these purposes, your Information may be pooled with data belonging to other individuals and subject to data analytics.

Insurance - This section applies if you are applying for, requesting prescreening for, modifying or making a claim under, or have included with your product, service or account, an insurance product that we insure, reinsure, administer or sell. We may, collect, use, disclose and retain your Information, including health-related Information. We may collect this Information from you or any health care professional, medically-related facility, insurance company, government agency, organizations who manage public information data banks, or insurance information bureaus, including MIB Group, Inc. and the Insurance Bureau of Canada, with knowledge of your Information.

With regard to life and health insurance, we may also obtain a personal investigation report prepared in connection with verifying and/or authenticating the information you provide in your application or as part of the claims process.

With regard to home and auto insurance, we may also obtain Information about you from credit reporting agencies at the time of, and during the application process and on an ongoing basis to verify your creditworthiness, perform a risk analysis and determine your premium.

We may use your Information to:

- determine your eligibility for insurance coverage
- administer your insurance and our relationship with you
- determine your insurance premium
- investigate and adjudicate your claims
- help manage and assess our risks and operations.

We may share your Information with any health-care professional, medically-related facility, insurance company, organizations who manage public information data banks, or insurance information bureaus, including the MIB Group, Inc. and the Insurance Bureau of Canada, to allow them to properly answer questions when providing us with Information about you. We may share lab results about infectious diseases with appropriate public health authorities.

If we collect your health-related Information for the purposes described above, it will not be shared within TD, except to the extent that a TD company insures, reinsures, administers or sells relevant coverage and the disclosure is required for the purposes described above. Your Information, including health-related Information, may be shared with administrators, service providers, reinsurers and prospective insurers and reinsurers of our insurance operations, as well as their administrators and service providers for these purposes.

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

- tell you about other products and services that may be of interest to you, including those offered by other businesses within TD and third parties we select
- determine your eligibility to participate in contests, surveys or promotions
- conduct research, analysis, modeling, and surveys to assess your satisfaction with us as a customer, and to develop products and services
- contact you by telephone, fax, text messaging, or other electronic means and automatic dialing-announcing device, at the numbers you have provided us, or by ATM, internet, mail, email and other methods.

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

- contact you occasionally either by telephone, fax, text message, ATM, internet, mail, email or all of these methods, with offers that may be of interest to you
- contact you to participate in customer research and surveys.

Telephone discussions - When speaking with one of our telephone service representatives, internet live chat agents, or messaging with us through social media, we may monitor and/or record our discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

More Information

This Agreement must be read together with our Privacy Code. You acknowledge that the Privacy Code forms part of the Privacy Agreement. For further details about this Agreement and our privacy practices, visit www.td.com/privacy or contact us for a copy.

You acknowledge that we may amend this Agreement and our Privacy Code from time to time. We will post the revised Agreement and Privacy Code on our website listed above. We may also make them available at our branches or other premises or send them to you by mail. You acknowledge, authorize and agree to be bound by such amendments.

If you wish to opt-out or withdraw your consent at any time for any of the opt-out choices described in this Agreement, you may do so by contacting us at 1-866-567-8888. Please read our Privacy Code for further details about your opt-out choices.



Thank you for considering TD Merchant Solutions for your Point-of-Sale processing needs and completing the Rapid App.

Here's what you can expect during the rest of the application process. A TD Merchant Solutions representative will contact you to complete the application process and will be your main contact. The representative will:

1. Review your Rapid App and contact you to advise you if your application has been approved.
 - If Approved, you will be provided with your *Visa*, MasterCard and *Interac* Direct Payment Merchant Discount Rates using the information provided on the Rapid App.
2. Discuss your Point-of-Sale terminal requirements and make a recommendation on the terminal that meets your needs
3. Gather the following additional information (if applicable):

Business Information

- *Visa*, MasterCard and *Interac* Direct Payment Sales Volumes
- *Visa*, MasterCard and *Interac* Direct Payment Average Transaction Size
- Total annual cash & credit sales broken down into *Visa*, MasterCard, *Interac* Direct Payment, Cash/Cheque
- Percentage of sales receipts that are Retail, Telephone Order, Internet Order, Mail Order, etc.
- Banking Information - Bank Name, Address, Transit & Account Number, Average Balance and lending responsibilities
- Merchant Service Information - Name and merchant number of all merchant providers

Personal Information

- Banking Information - Bank Name, Address, Transit & Account Number

4. Confirm the approximate time when your Point-of-Sale terminals will be installed and ready for use.
5. Answer any questions you may have.

Thanks again for considering TD Merchant Solutions.