

MBNA Payment Plan Amending Agreement

This MBNA Payment Plan Amending Agreement and the MBNA Payment Plan Offer Details (collectively, the "Amending Agreement") supplement and amend your: MBNA Account Agreement (which includes your Disclosure Statement), and, if applicable, the terms applicable to Promotional Rate Balance Transfers, MBNA Balance Protection Insurance, and Pre-authorized Debits.

The Amending Agreement applies to all MBNA Payment Plans offers for your Account.

Please carefully read this important document and store it in a safe place. Please note, if your account is protected with MBNA balance protection insurance, refer to the insurance disclosure which appears at the end of this document for how it will work when you have a Payment Plan.

When you click to agree to this Amending Agreement it means that:

- you have read and agreed to all the terms of this Amending Agreement and all documents that apply to your Payment Plans,
- you consent to MBNA providing electronic versions of this Amending Agreement, other Payment Plan documents, and service emails to the email address you have provided when accepting an MBNA Payment Plan offer,
- You agree that MBNA may provide some or all of the above documents through links to such documents, and
- you will advise us if your email address changes.

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Section 1: Definitions

The following is a list of the terms used in this Agreement.

"Account" means your MBNA credit card account.

"Grace Period Payment Amount" means the "Grace Period Payment Amount" shown on the front of your Account statement. It is the amount you must pay by your Minimum Payment Due Date in order to avoid interest on new purchases made during the applicable Statement Period (excluding new purchases that have been put into a Payment Plan). The Grace Period Payment Amount for the applicable Statement Period is calculated as follows:

- New Balance on your monthly statement,
- minus your total Payment Plans balance,
- plus your total Monthly Plan Payment Amount(s) that are due on your monthly statement.

"MBNA Payment Plan Offer Details" means the additional terms regarding your Payment Plan offer that were disclosed to you in your MBNA online banking account or MBNA mobile app prior to your acceptance of your Payment Plan;

"Minimum Payment" means the "minimum payment" shown on the front of your Account statement each month. The formula for calculating your Minimum Payment while you have a Payment Plan is set out in the MBNA Payment Plan Offer Details.

"Minimum Payment Due Date" means the "Minimum Payment Due Date" set out on the front of your Account statement.

"Monthly Plan Payment Amount" means the amount that is due to be paid each month for a Payment Plan (see your MBNA Payment Plan Offer Details and section 3 of this Amending Agreement for more information).

"New Balance" means the "new balance" set out on the front of your Account statement. This will include both balances on your Account that are in a Payment Plan and balances on your Account that are not in a Payment Plan.

"Payment Plan balances" means the total of all your Payment Plans owing at any given time. This is disclosed in each monthly statement.

"Payment Plan Effective Date" means the date set out in the MBNA Payment Plan Offer Details to indicate when the Payment Plan terms begin to be applied to a purchase that is converted to a Payment Plan.

"Payment Plan Annual Interest Rate" means the interest rate that applies to a particular Payment Plan as set out in the MBNA Payment Plan Offer Details.

"Plan Fee" means the fee that applies to a particular Payment Plan as set out in the MBNA Payment Plan Offer Details.

"Required Payment" means your Minimum Payment less any Monthly Plan Payment Amount(s) that are due on the same statement as your Minimum Payment.

"Statement Period" means the "statement period" determined by us and set out on the front of your Account statement.

"Term" means the duration you chose to repay a Payment Plan when accepting a Payment Plan offer, as set out in the MBNA Payment Plan Offer Details.

Section 2: Description of the Payment Plan

2.1 What is a Payment Plan?

A Payment Plan is an arrangement you make with us where, in return for your agreement to pay a Plan Fee to us (if applicable), the interest rate and timing of repayment of eligible purchases under your Account are changed.

Specifically, you:

- pay a different interest rate (the Payment Plan interest rate) on the purchase amounts you put into a Payment Plan rather than the interest rate that applies to purchases that are not put into a Payment Plan,
- pay regular monthly payments over a Term selected by you. See section 3.1 *'What are the monthly payments on a Payment Plan'* for full details.

2.2 Does a Payment Plan increase your credit limit on your Account?

No. The credit limit of your credit card does not change. Only purchases made using your existing credit limit can be eligible for a Payment Plan. Amounts outstanding on your Payment Plan reduce your available credit on your Account.

2.3 Who can accept a Payment Plan offer?

To be eligible to accept and maintain a Payment Plan:

- You must be the primary cardholder of an eligible MBNA Account that is in good standing with approved charging privileges,
- You must have at least one purchase that is eligible to be converted to a Payment Plan as determined by MBNA,
- You must have an MBNA online banking account (accessible via mbna.ca or the MBNA mobile application). Offers will only be made available for acceptance through these methods, and
- MBNA Payment Plans are not currently available to residents in Quebec.

You can find additional information about Payment Plan eligibility criteria at <https://www.mbna.ca/en/learning-centre/mbna-payment-plan>. We may change the eligibility criteria for Payment Plans at any time.

2.4 Are there limits on the number of Payment Plans you can accept?

Yes. You can find information about how many Payment Plans you can have at one time in your Account at <https://www.mbna.ca/en/learning-centre/mbna-payment-plan>. We reserve the right to change without notice the maximum number of Payment Plans allowed per Account and the maximum amount of credit allowed for Payment Plans. MBNA has no obligation to continue to offer Payment Plans to you.

2.5 When can I accept a Payment Plan offer?

You can accept a Payment Plan offer before the Minimum Payment Due Date of the statement in which the purchase first appears.

Section 3: Payments on the Payment Plan

3.1 What are the monthly payments on a Payment Plan?

Your monthly payments on your Payment Plan will be set out in your Account statement.

The amount of your monthly payments for a Payment Plan are determined by adding:

- the purchase amount,
- the Plan Fee, and
- the total interest that is payable on the purchase amount and Plan Fee at the Payment Plan Annual Interest Rate for the Term

and dividing the total of these amounts by the number of months in the Term selected by you. This is known as the "Monthly Plan Payment Amount" on the MBNA Payment Plan Offer Details that you were provided prior to your acceptance of the Payment Plan.

Your last monthly payment may be different than your other monthly payments. You agree to pay these monthly payments for all of your Payment Plans.

3.2 When does the first monthly payment for a Payment Plan start?

Your first monthly payment will be included in the Minimum Payment shown in the first statement we provide following the creation of a Payment Plan.

This means that the "Minimum Payment" row of the Disclosure Statement for your Account will be amended for the duration of your Payment Plan(s). Please see Appendix A of this Amending Agreement for more information on how your Minimum Payment changes during a Payment Plan.

3.3 How is interest charged if you don't make your payments?

If you do not pay your Monthly Plan Payment Amount in full in a particular month, any unpaid portion of your Monthly Plan Payment Amount will become subject to your Account's annual interest rate for purchases beginning the first day of the Statement Period after the missed Minimum Payment.

If you do not pay your Required Payment (which is your Minimum Payment less any Monthly Plan Payment Amounts that are due on the same statement as your Minimum Payment) by the Minimum Payment Due Date set out on your monthly statement in two (2) consecutive months, we have the right to cancel all your Payment Plans and any unpaid Payment Plan balances will become subject to the annual interest rate for purchases that are then applicable to your Account.

Section 4: Interest and Fees

4.1 What interest applies to my Payment Plan?

Each time you accept a Payment Plan offer, you agree to pay the annual interest rate set out in the MBNA Payment Plan Offer Details. This is the Payment Plan Annual Interest Rate for that offer.

The Plan Fee is added to the Purchase Amount. Therefore, you will pay interest on the Plan Fee at the Payment Plan Annual Interest Rate.

The Payment Plan Annual Interest Rate will apply to the Payment Plan balance for the Term starting on the Payment Plan Effective Date until the earlier of when you repay the Payment Plan, the Term expires or the Payment Plan is cancelled.

Your first Monthly Plan Payment Amount will be applied only to the principal outstanding on your Payment Plan. Subsequent monthly payments will include interest calculated at the Payment Plan's Annual Interest Rate from the Payment Plan Effective Date of Payment Plan. When the Term ends or if the Payment Plan is cancelled, any remaining balance of the Payment Plan will become subject to your Account's annual interest rate for purchases.

4.2 Is there a Fee?

Yes, a fee applies if a Plan Fee is disclosed in the MBNA Payment Plan Offer Details. The Plan Fee will be billed to your Account when the Payment Plan is set up, and will be added to the applicable Payment Plan balance that is subject to the applicable Payment Plan Annual Interest Rate. A portion of the Plan Fee amount (plus applicable interest) will then be repayable in your Monthly Plan Payment Amount.

4.3 What interest rate will apply after your Payment Plan is cancelled?

If a Payment Plan is cancelled then your interest rate on the outstanding balance of the Payment Plan that is cancelled will increase.

The outstanding balance of that Payment Plan (less any applicable refund of the Plan Fee) will become subject to your Account's then-current interest rate for Purchases. This means the interest rate being applied to this balance will increase from the Payment Plan Annual Interest Rate to the applicable interest rate for purchases.

The interest rate increase will occur at different times depending on when a Payment Plan is cancelled.

If the Payment Plan is cancelled in the same Statement Period in which it was created, then this increase to your interest rate applies starting the day after the Payment Plan cancellation is

processed. (If the Payment Plan is cancelled due to full payment of your Account balance then a grace period applies – see Section 5 'Grace Period').

If the Payment Plan is cancelled at any other time, then when the interest rate increase occurs depends on whether you pay the Grace Period Payment Amount (this amount is set out in each monthly statement – see Section 1 'Definitions' to understand how this is calculated) by the due date or not.

- If you pay the Grace Period Payment Amount by the Minimum Payment Due Date, then the increase to your interest rate applies on the first day of the Statement Period following cancellation;
- If you do not pay the Grace Period Payment Amount by the Minimum Payment Due Date, then the increase to your interest rate applies on the day after the Payment Plan cancellation request is processed.

Section 5: Grace Period

5.1 How does the Payment Plan impact the grace period on your Account?

You don't have to repay your Payment Plan balance in full in order to take advantage of the grace period for new Purchases made in a Statement Period that have not been put in a Payment Plan. Here's what you have to pay on your Account by your Minimum Payment Due Date in order to avoid interest on new Purchases made during a Statement Period, excluding new Purchases that you have put into a Payment Plan:

- The New Balance shown on your monthly statement minus your total Payment Plans balance, plus
- Your Monthly Plan Payment Amount(s) that are due on your monthly statement.

We call this the "Grace Period Payment Amount". We will show you the exact dollar amount you need to pay for each statement so you can benefit from the grace period on your Account.

5.2 If you pay your Account balance in full, including the balance of Payment Plans, do you pay interest on new purchases put into a Payment Plan for that Statement Period?

No. If you pay your Account balance in full (including the Payment Plan balances) then no interest will apply to any new Purchases made during a Statement Period, including new Purchases that were put in to a Payment Plan.

The "Interest-free Grace Period" row and certain other language of your Disclosure Statement and your MBNA Account Agreement is amended for the duration of your Payment Plan(s). Please see Appendix A of this Amending Agreement for the updated terms of your Disclosure Statement (which forms part of your MBNA Account Agreement), and Appendix B of this Amending Agreement for the updated terms of your MBNA Account Agreement.

Section 6: Cancellation or Changes to your Payment Plan

6.1 Can you cancel or change your Payment Plan?

You cannot make changes to your Payment Plan's terms once it is set up.

However you can cancel the Payment Plan through MBNA online banking or the MBNA mobile application. If you cancel a Payment Plan, you may not put that purchase into a Payment Plan again. Any unpaid Payment Plan balances will become subject to the annual interest rate increase – see Section 4.3 *'What interest rate will apply after your Payment Plan is cancelled'*.

If a purchase is put into a Payment Plan and you subsequently return or dispute the purchase for a refund, this will not result in the automatic cancellation of the Payment Plan or reduce the Monthly Plan Payment Amount. If you do wish to cancel a Payment Plan after returning or disputing a purchase for a refund, you may cancel the Payment Plan yourself through MBNA online banking or the MBNA mobile application.

6.2 Can MBNA cancel your Payment Plan?

MBNA has the right to cancel your Payment Plan if:

- we do not receive your Required Payment by the Minimum Payment Due Date in 2 consecutive months;
- you become a resident of Quebec;
- the balance of your Account goes over its credit limit, including if the Account goes over limit due to any fees or interest charged;
- you close your Account;
- MBNA closes your Account, or removes charging privileges for your Account.

MBNA also retains the right to cancel your Payment Plans if you are otherwise not in compliance with this Amending Agreement or the MBNA Account Agreement. If MBNA cancels your Payment Plan, any unpaid Payment Plan balances will become subject to the annual interest rate increase – see Section 4.3 *'What interest rate will apply after your Payment Plan is cancelled'*.

6.3 What happens to the Plan Fee if a Payment Plan is cancelled?

If you or MBNA cancels your Payment Plan within fifty (50) days after the Payment Plan Effective Date, then MBNA will fully refund the applicable Plan Fee. If the Payment Plan is cancelled after fifty (50) days, a portion of the Plan Fee will be refunded based on the remaining Term.

Section 7: Amendments to existing terms for your Account

7.1 What are the amendments to your Account's Disclosure Statement?

You were provided a Disclosure Statement when you accepted your Account. This document discloses certain information about your Account and we update it from time to time when there are changes to your Account.

When you accept a Payment Plan, your Disclosure Statement is updated in 4 ways:

- The way we calculate the Minimum Payment changes so that the Monthly Plan Payment Amount is now included (see Section 3 *'Payments on the Payment Plan'* for details);
- Your grace period changes so you may still benefit from an interest free period for new purchases even when you do not pay your entire credit card balance (see Section 5 *'Grace Period'* for details);
- You must pay your Required Payment by the Minimum Payment Due Date each month to maintain existing promotional interest rates for balance transfers on your Account, and to avoid the application of Default Rates to your Account (see Section 3.3 *'How is interest charged if you don't make your payments?'* for additional details); and
- The Plan Fee is added to the section that discloses all your credit card fees.

In addition to the above sections, please see Appendix A of this Amending Agreement for the full updated terms of your Disclosure Statement.

7.2 Are sections of my existing MBNA Account Agreement changing?

Yes. When you accept a Payment Plan your MBNA Account Agreement is changed in 4 ways:

- We changed the "How we apply your Payment" section to indicate how your payments are applied against your Payment Plan balance(s);
- We changed the "Interest on Purchases" section to reflect the grace period changes. This is the same change we make to your Disclosure Statement (see Section 5 *'Grace Period'* for details);
- We changed the Definition of "Agreement" so it includes these terms; and
- We disclose a formula on how long it takes to pay off your balance on each of your Account statements. In your MBNA Account Agreement we disclose the underlying assumptions we make when we calculate this amount. One of these assumptions that any Payment Plans created will not be cancelled and will be paid as set out in the MBNA Payment Plan Offer Details.

Please see Appendix B of this Amending Agreement for the full changed terms to your MBNA Account Agreement.

7.3 Are there any amendments to your promotional balance transfer annual interest rates that you currently have?

The promotional balance transfer annual interest rates, and the balances to which they apply remain unchanged.

However, since your Minimum Payment includes the Monthly Plan Payment Amount, we have updated the terms of default for your promotional balance transfer so that this interest rate remains

as long as you pay the Required Payment (which is the Minimum Payment less the Monthly Plan Payment Amount(s) that are due on the same statement as your Minimum Payment). Please see Appendix C of this Amending Agreement for more information.

7.4 Are there any amendments to existing Pre-Authorized Debit (PAD) authorizations?

Yes, if you have provided authorization to MBNA to debit your chequing account to pay your Account statement's "New Balance" each month, we will instead debit the Grace Period Payment Amount shown on your statement each month until your Payment Plans expire or are cancelled. Please see Appendix C of this Amending Agreement for more information on how your existing PAD authorization will be amended for the duration of your Payment Plan(s).

7.5 For Accounts that have rewards, are there any amendments to applicable rewards terms and conditions?

No. If you have an account that earns rewards/loyalty points, setting up a Payment Plan will not impact the applicable rewards terms and conditions.

Section 8: General Information

8.1 Your Payment Plan request will take approximately 1 to 2 business days to process. If you make additional transactions in your Account during this period, the amount of the Payment Plan and applicable Plan Fees may put your Account over its credit limit and could result in an over-limit fee, if applicable.

8.2 This Amending Agreement is between you and The Toronto-Dominion Bank carrying on business as MBNA. Each time you put a purchase into a Payment Plan, you agree that this Amending Agreement (which includes the applicable MBNA Payment Plan Offer Details) apply to that Payment Plan.

Appendix A – Amendments to the Disclosure Statement of your Account

During the Term of your Payment Plan, the Disclosure Statement of your Account is amended as outlined below:

Section 1: Changes to the "Annual Interest Rate" row of your Disclosure Statement:

The "Annual Interest Rate" row of your Disclosure Statement is amended by replacing all references to "Minimum Payment" with "Required Payment". This means that:

- in order to maintain any Promotional Rates for balance transfers for the entire length of the applicable promotional period, you must pay your Required Payment each month; and
- we have the right to apply Default Rates to your Account if your Required Payment is late twice within any 12 consecutive Statement Periods. If you then pay each

Required Payment on time for 12 consecutive Statement Periods, the Standard Rates then in effect on your Account will decrease as indicated on your Disclosure Statement.

Section 2: Changes to the "Interest-free Grace Period" row and the "Other Important Information" section of your Disclosure Statement:

Paragraph 2 of the "Other Important Information" section of your Disclosure Statement is deleted, and the "Interest-free Grace Period" row of your Disclosure Statement is replaced with the following:

You will not be charged interest for a minimum of **21** days ("grace period") on:

- a new purchase (unless you subsequently put it into a Payment Plan) if you pay the Grace Period Payment Amount in full by the Minimum Payment Due Date on your account statement. If you do not pay the Grace Period Payment Amount in full by its applicable Minimum Payment Due Date, you will lose your grace period and will be charged interest on each such new purchase. Applicable interest on new purchases will appear on your next account statement and will be charged retroactively to the transaction date of such new purchases until we receive payment in full for the total amount that you owe on your Account, excluding future Payment Plan payments not yet due.
- a new purchase that you put into an Payment Plan, if you pay the total outstanding balance of your account statement by the Minimum Payment Due Date.

You will always be charged interest on cash advances, balance transfers and access cheques from the date such transactions occur.

Section 3: Changes to the "Minimum Payment" row of your Disclosure Statement:

The "Minimum Payment" row of your Disclosure Statement is amended so that your Minimum Payment will be as indicated in the "Minimum Payment Calculation for your Account" row of your MBNA Payment Plan Offer Details. For greater certainty, your Minimum Payment will include the Monthly Plan Payment Amount(s) for any Payment Plans which are due on your monthly Account statement, as well as the other amounts indicated in the "Minimum Payment Calculation for your Account" row of your MBNA Payment Plan Offer Details.

Section 4: Changes to the "Other Fees" section of your Disclosure Statement:

The "Other Fees" section of your Disclosure Statement is amended to add under the heading "Transaction Fees" the Plan Fee disclosed on your MBNA Payment Plan Offer Details. For greater certainty, these updates to your Disclosure Statement are in effect for the duration of the applicable Payment Plan. Anything not amended by the Amending Agreement remain as previously disclosed in your Disclosure Statement, and after termination or cancellation of all Payment Plan(s) on your

Account the Disclosure Statement terms that had applied to your Account prior to acceptance of a Payment Plan will again apply unless otherwise amended.

Appendix B – Amendments to your MBNA Account Agreement

During the Term of your Payment Plan, your MBNA Account Agreement is amended as outlined below:

Section 1: Changes to the definition of "Agreement" in your MBNA Account Agreement:

For the Term of the applicable Payment Plan (or until the Payment Plan is terminated or cancelled), the definition of "Agreement" in your MBNA Account Agreement shall be deemed to include the MBNA Payment Plan Offer Details and the MBNA Payment Plan Amending Agreement. For greater certainty, the MBNA Payment Plan Offer Details and the MBNA Payment Plan Amending Agreement supplement and change your MBNA Account Agreement.

Section 2: Changes to the "How we apply your payment" section of your MBNA Account Agreement:

The "How we apply your payment" section of the MBNA Account Agreement is amended by deleting the "Minimum Payment" and "Amount above Minimum Payment" headings and the language underneath such headings, and replacing them with the following:

"Minimum Payment:

We will apply payments received on your account first towards your Minimum Payment in the following order:

- a) to any Monthly Plan Payment Amount(s) due
- b) to any interest that appears on your statement
- c) to any fees that appear on your statement
- d) to any transactions that appear on your statement, including any amount that exceeds your credit limit or any past due Required Payment
- e) to any fees and other transactions which do not yet appear on your statement

In any of the above categories (a) to (e), those amounts with the lowest rate(s) of interest will be paid first before those amounts with the higher rate(s) of interest.

Amount above Minimum Payment but less than or equal to your Grace Period Payment Amount:

If you pay more than your Minimum Payment but less than or equal to your Grace Period Payment Amount, we will apply that excess amount of your payment to the remaining Grace Period Payment Amount on your account statement, as follows:

- a) first, all items that have the same annual interest rate(s) will be grouped together. For example, if your remaining Grace Period Payment Amount includes a purchase amount and balance transfer amount at the same annual interest rate, then these balances will be grouped together for the purposes of applying your payment.

- b) second, we will apply the amount of your payment above your Minimum Payment to the different annual interest rate groups in the proportion that the amount in each category represents to the remaining Grace Period Payment Amount. For example, if the amount of a purchase represents 70% of your remaining Grace Period Payment Amount and the amount of a balance transfer represents 30% of your remaining Grace Period Payment Amount, we will apply 70% of your payment towards the amount of the purchase and 30% of your payment towards the amount of the balance transfer.

Amount above your Grace Period Payment Amount:

If we receive a payment that is more than your Grace Period Payment Amount, we apply the remaining amount of your payment in the following order:

- a. Unbilled transactions, using a method consistent with (a) and (b) of the above section.
- b. Payment Plan payments that are not yet due, using a method consistent with (a) and (b) of the above section."

Section 3: Changes to the assumptions used when estimating how long it will take to pay off your New Balance:

The following bullet is added on page 11 of your MBNA Account Agreement, at the beginning of the list that appears underneath the words "On each account statement, we will provide a reasonable estimate of how long it will take to pay off your New Balance if you only make your Minimum Payments. For this estimate, we will use the following assumptions:"

- "Any Payment Plans created will not be cancelled and will be paid as agreed in the MBNA Payment Plan Offer Details and the MBNA Payment Plan Amending Agreement that were provided with the Payment Plan offer."

Section 4: Changes to the "Interest on Purchases" heading of your MBNA Account Agreement:

The first paragraph under the "Interest on Purchases" heading of your MBNA Account Agreement is deleted and replaced with the language found at section 2 of Appendix A of the MBNA Payment Plan Amending Agreement.

For greater certainty, these updates to your MBNA Account Agreement are in effect for the duration of the applicable Payment Plan. Anything not amended by the Amending Agreement remain as previously disclosed in your MBNA Account Agreement, and after termination or cancellation of all Payment Plan(s) on your Account the MBNA Account Agreement terms that had applied to your Account prior to acceptance of a Payment Plan will again apply unless otherwise amended.

**Appendix C – Other disclosures that are amended
by the Amending Agreement:**

Section 1: Changes to terms applicable to your Promotional Rate Balance Transfer balances:

Promotional Rate Balance Transfers in effect as of the Effective Date of Payment Plan: If you have transactions that are currently subject to a Promotional Rate for Balance Transfers, the terms applicable to your Promotional Rate Balance Transfer balance are amended by replacing all references to "Minimum Payment" with "Required Payment". For greater certainty, this means that:

- a. in order to maintain the Promotional Rate for balance transfers for the entire length of the applicable promotional period, you must pay your Required Payment each month (which is your Minimum Payment less any Monthly Plan Payment Amount(s) that are due on the same statement as your Minimum Payment); and
- b. if you fail to make your Required Payment, your Promotional Rate will become subject to your Account's Standard Rate for balance transfers on the first day of the second Statement Period following any late Required Payment.

Section 2: Changes to existing PAD authorizations:

Pre-Authorized Debit authorizations: If The Toronto-Dominion Bank operating a division as MBNA (the "Bank") has been provided (in writing or over the phone) an Authorization for Personal Pre-Authorized Debit (PAD) Service to debit your chequing account (or the chequing account of you and another joint account holder, as applicable) (the "Chequing Account") to pay your MBNA credit card account directly (a "PAD Authorization"), and the PAD Authorization gave instructions to pay your credit card statement's New Balance total each month, the PAD Authorization will change in the following ways:

- a. during the Term for your Payment Plan(s), the Grace Period Payment Amount as shown in your credit card statements will be what is debited from the Chequing

Account each month, instead of the New Balance total of the Account. This means that the Bank will not debit from your Chequing Account each month any future Monthly Plan Payment Amount(s) that are not yet payable by the Minimum Payment Due Date of that month's Account statement.

- b. after the expiry of all Payment Plans, the New Balance total of your Account statement(s) will again be what is debited from the Chequing Account each month.
- c. **If the Chequing Account is a joint account, you represent and warrant to the Bank on a continuing basis that you have the consent and authorization of all persons whose signatures are required to deal with the Chequing Account to amend the PAD Authorization as indicated above, that you and all such persons agree to waive all pre-notification requirements, and that all such persons have provided you with a separate authorization to this effect. You agree to provide us with updated information in writing concerning any change to the Chequing Account.**
- d. You have certain recourse rights if any debit does not comply with the PAD Authorization. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with the PAD Authorization. You may revoke your PAD Authorization at any time, subject to providing notice of 30 days to the Bank. To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.cdnpay.ca. You may contact the Bank if you have a problem or concern about your PAD Authorization toll free at 1-866-222-3456, or email us at customer.service@td.com. For a more detailed overview of our complaint process, visit us at www.td.com. You can also contact us in writing at the following address:

MBNA
Attention: Customer Service
P.O. Box 9614, Ottawa, ON, K1G 6E6

Appendix D – Amendments to MBNA Balance Protection Insurance

MBNA BALANCE PROTECTION INSURANCE¹

If your Account is enrolled in MBNA balance protection insurance, rest assured there are no changes and it will continue to apply to all amounts charged to your Account, including those amounts under a Payment Plan, as follows:

Insurance Premiums

- The premium calculations will remain the same and your premiums will be calculated on any amounts under your Payment Plan(s) and the Plan Fee(s) as they form part of your outstanding balance.

Insurance Benefits

- The insurance benefit calculations will remain the same. However, please note that the monthly benefits may not cover your entire minimum payment in certain circumstances depending on the Payment Plan you select. **You'll remain responsible for any amounts owing on your Account that aren't covered by the insurance.**

For more information about your MBNA balance protection insurance, please see your certificates of insurance or call Assurant at 1-800-340-4717.

¹ Balance protection insurance is underwritten by American Bankers Life Assurance Company of Florida ("ABLAC") and/or American Bankers Insurance Company of Florida ("ABIC"). ABLAC, ABIC, their subsidiaries, and affiliates carry on business in Canada under the name of Assurant®. ®Assurant is a registered trademark of Assurant, Inc.