

MBNA Privacy Agreement for Power of Attorney

In this Agreement, the words “*you*” and “*your*” mean any person who has requested from us to be added as attorney on a MBNA credit card account in Canada pursuant to a power of attorney granted to that person by a customer (our “Customer”). The words “*we*”, “*us*” and “*our*” mean TD Bank Group (“TD”), including The Toronto-Dominion Bank, its division MBNA 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 or our Customer 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
- 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 on behalf of our Customer and to administer our business, including to:

- verify your identity concerning our Customer account and maintain security measures aimed at protecting our Customer from identity theft, fraud, money laundering and terrorist financing and unauthorized access to our Customer account and Information
- evaluate and process our Customer application, accounts, transactions and reports
- provide you with ongoing service and information related to the products, accounts and services our Customer holds 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 and our Customer
- help us collect a debt or enforce an obligation owed to us by our Customer
- 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, our Customer 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 our Customer has with us (including for any products or services provided or made available by the payment card network as part of the product, services or accounts our Customer has with us), or for any contests or other promotions they may make available to our Customer
- 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 our Customer
- where permitted by law

Information located outside of Canada: Information held on behalf of us by our affiliates, agents and/or service providers may be used, located and accessed in the United States or elsewhere outside of Canada and will be subject to the same levels of security as those described in the Privacy Notice (as hereinafter defined), while also being subject to the laws of the jurisdiction(s) in which the information is held. For example, information may be disclosed in response to valid demands or requests from government authorities, courts or law enforcement agencies in these jurisdictions.

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 our Customer account(s) and maintaining consistent Information about you and our Customer
- to manage and assess our risks and operations, including to collect a debt owed to us by our Customer
- to comply with legal or regulatory requirements

You may not withdraw your consent for these purposes.

ADDITIONAL COLLECTIONS, USES AND DISCLOSURES

Credit Reporting Agencies and Online Authentication Process – In order to confirm your identity we may collect from, use and disclose your Information to a Canadian consumer credit reporting agency through our Online Authentication Process (the "OAP"). The OAP is designed to help protect you, our Customer and us against fraud, including identity theft. The OAP is used only for validating your identity and will NOT impact your credit rating or credit file in any way. The OAP will compare Information that you provide to us against the information contained in your consumer credit report.

Note: Should Information you provide not match the information contained in your consumer credit report, you will not be able to act as Attorney on behalf of our Customer until your identify is confirmed.

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 on behalf of our Customer under, or have included with the product, service or account, an insurance product that we insure, reinsure, administer or sell. We may collect, use, disclose and retain Information, including health-related Information about our Customer. 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, with knowledge of your Information.

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

We may use your Information to:

- determine our Customer's eligibility for insurance coverage
- administer our Customer's insurance and our relationship with our Customer
- determine our Customer's insurance premium
- investigate and adjudicate your claims on behalf of our Customer
- 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 to allow them to properly answer questions when providing us with Information about our Customer. We may share lab results about infectious diseases with appropriate public health authorities.

If we collect 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. 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.

Telephone and Internet 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.

Politically Exposed Persons – We are required by law to determine whether we have customers who are politically exposed persons and comply with certain legal requirements. There are also regulatory guidelines which indicate we should assess the risk associated with customers who are politically exposed persons. We use Information, publicly available information, commercial database(s) and credit reporting agencies to determine whether you, our Customer, and/or any of our Customer's authorized users are politically exposed persons. More information on politically exposed persons is available at www.fintrac.gc.ca

MORE INFORMATION

This Agreement must be read together with the **MBNA Privacy and Personal Information Protection Notice** (the "**Privacy Notice**"). You acknowledge that the Privacy Notice forms part of this Agreement. For further details about this Agreement and our privacy practices, visit www.mbna.ca/privacy/ or contact us for a copy.

You acknowledge that we may amend this Agreement and our Privacy Notice from time to time. We will post the revised Agreement and Privacy Notice on our website listed above. We may also 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 1-888-876-6262. Please read our Privacy Notice for further details about your opt-out choices.

Signature: _____

Date: _____

Name: _____
(Please Print)