TD Business Solutions and TD Simply Flexible Business
Important Business Credit Card Terms and Conditions

Rates, fees, and other important costs of the TD Business Solutions and TD Simply Flexible\textsuperscript{SM} Business Credit Cards are disclosed below. Additional fees and account terms are described in the Business Credit Card Agreement that will be enclosed with the card if a card is issued. TD Bank, N.A. (“we,” “us,” “our,” and “TD Bank”) is the issuer of the TD Credit Cards. TD Bank may change terms disclosed below and in the Business Credit Card Agreement (together, the “Agreement”) at any time subject to applicable law. Based on our evaluation of your credit report and other factors, if approved for a TD Business Solutions or Simply Flexible Business\textsuperscript{SM} Card, you may receive a minimum credit line of $500 or more.

The information about the costs of the cards described below is accurate as of March 18, 2015. This information may change after that date. To find out what may have changed, please call TD Bank at 1-888-561-8861 or write to TD Card Services, P.O. Box 84037, Columbus, GA 31908-4037.

<table>
<thead>
<tr>
<th>Interest Rates and Interest Charges</th>
<th>Business Solutions:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Percentage Rate (APR) for Purchases</td>
<td>12.99%, 17.99% or 22.99%, based on your creditworthiness. All APRs will vary with the market based on the Prime Rate.</td>
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<tr>
<td>Simply Flexible Business:</td>
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<tr>
<td>Either</td>
<td>9.24% For a monthly billing cycle in which a payment greater than or equal to the Minimum Monthly Payment due for the prior cycle, that is at least 10% of the account balance, is received by the Payment Due Date;</td>
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<tr>
<td></td>
<td>16.24% For a monthly billing cycle in which a payment greater than or equal to the Minimum Monthly Payment due for the prior cycle, that is at least 5% and not more than 9.99% of the account balance, is received by the Payment Due Date; or</td>
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<tr>
<td></td>
<td>21.24% For a monthly billing cycle in which a payment greater than or equal to the Minimum Monthly Payment due for the prior cycle, that is less than 5% of the account balance, is received by the Payment Due Date. All available APRs will vary with the market based on the Prime Rate.</td>
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<tr>
<td>APR for Balance Transfers</td>
<td>Business Solutions:</td>
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<tr>
<td></td>
<td>0% Introductory APR for the first 12 billing cycles after Account opening. After that, your APR will be 12.99%, 17.99% or 22.99%, based on your creditworthiness and other factors. All available APRs will vary with the market based on the Prime Rate.</td>
</tr>
</tbody>
</table>
| APR for Balance Transfers (cont.) | Simply Flexible Business:  
| | 0% Introductory APR for the first 12 billing cycles after Account opening.  
| | After that,  
| | 9.24% For a monthly billing cycle in which a payment greater than or equal to the Minimum Monthly Payment due for the prior cycle, that is at least 10% of the account balance, is received by the Payment Due Date;  
| | 16.24% For a monthly billing cycle in which a payment greater than or equal to the Minimum Monthly Payment due for the prior cycle, that is at least 5% and not more than 9.99% of the account balance is received by the Payment Due Date; or  
| | 21.24% For a monthly billing cycle in which a payment greater than or equal to the Minimum Monthly Payment due for the prior cycle, that is less than 5% of the account balance, is received by the Payment Due Date.  
| | All available APRs will vary with the market based on the Prime Rate.  
| APR for Cash Advances | 23.24%  
| | This APR will vary with the market based on the Prime Rate.  
| Penalty APR and When it Applies | 27.24% for all Purchase, Balance Transfer, and Cash Advance balances. This APR will vary with the market based on the Prime Rate. This APR may be applied to new and existing balances on your account if any required payment is 30 days past due.  
| | How Long Will the Penalty APR Apply? If your APRs are increased for this reason, the Penalty APR will apply until you make six consecutive minimum payments when due.  
| How to Avoid Paying Interest on Purchases | Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.  
| Minimum Interest Charge | If you are charged interest, the charge will be no less than $1.00.  
| Fees |  
| Annual Fees | None  
| Transaction Fees |  
| • Balance Transfers | Either $10 or 4% of the amount of each transfer, whichever is greater.  
| • Cash Advances² | Either $10 or 5% of the amount of each cash advance, whichever is greater.  
| • Foreign Transactions | 3% of each transaction in U.S. dollars  
| Penalty Fees |  
| • Late Payment | Up to $35  
| • Overlimit Fee | $39  
| • Dishonored Balance/Convenience Check Fee | $39  
| • Returned Payment Fee | $39  

How We Will Calculate Your Balance: We use a method called “Average Daily Balance (including current transactions)”.

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Loss of Introductory APR: If you are 60 days past due, we may end your introductory APR for Balance Transfers and apply the standard APR will return to the APR for Balance Transfers as stated in the Interest Rates and Interest Charges Table, to all existing and new Balance Transfer balances on the Account.

Margins:
Business Solutions - For Purchases and Balance Transfers, 9.74%, 14.74% or 19.74% will be added to the Index; for Cash Advances, 19.99% will be added to the Index.
Simply Flexible – For Purchases and Balance Transfers, 5.99%, 12.99% or 17.99% will be added to the Index; for Cash Advances, 19.99% will be added to the Index.

Index: The APRs that apply to your Account are subject to change each Billing Cycle with changes to the Index. The Index is the Prime Rate (U.S.) as published in the Money Rates section of The Wall Street Journal. As of 03/01/2015, the Prime Rate was 3.25%.

How the Variable APRs on your Account are Determined: The APRs on your Account will be determined each billing cycle by adding a margin to the Index. Please see your Business Credit Card Agreement for more information.

Procedures for Opening a New Account (USA Patriot Act): To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

Unlawful Internet Gambling: “Restricted transaction” means a restricted transaction as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG and includes, without limitation, those transactions in which credit, electronic fund transfers, checks, or drafts are accepted by gambling businesses in connection with the participation by others in unlawful internet gambling. Restricted transactions are prohibited from being processed through your account or relationship with TD Bank. We reserve the right to block all such transactions. In the event that a charge or transaction described in this paragraph is approved and processed you will be liable for the charge.

Card Eligibility: To be eligible for an Account, you must meet certain minimum income, residency, age, credit quality and other requirements.

Balance Transfers: You may be able to transfer balances from eligible credit card accounts to your TD Bank Credit Card Account. Balance Transfers are subject to a fee based on the amount of the transfer, with a minimum fee as indicated in the Fees Table and are subject to your available credit limit. The minimum Balance Transfer amount is $250 (plus the applicable Balance Transfer transaction fee for the Account).

We may limit the number and types of credit card accounts from which we will allow Balance Transfers, and the times, manner, and circumstances in which Balance Transfers may be requested. Balance Transfers may not be payable to yourself or made payable to cash. Balance Transfers may be used to pay off other creditors, but cannot be used to pay off accounts owned by TD Bank or to any bank now or previously affiliated with TD Bank.

Should your Balance Transfer request be approved, the Balance Transfer transaction fee will be reflected on your first statement following the transfer. The amount of the Balance Transfer fee will be added to your minimum monthly payment amount. Each month you must pay at least the full amount of your minimum monthly payment which will include any Balance Transfer transaction fee(s) by the payment due date specified on that statement.

It may take 2 to 4 weeks to process a Balance Transfer request after your account is opened. You should continue paying each of your creditors until a requested Balance Transfer appears on the applicable account statement sent to you by your creditor as a credit. Your other credit card account(s) will not be closed even if you transfer your entire balance(s). If you want to close an account, please contact your other creditors directly.

Transfers requested with Convenience Checks are processed as Cash Advances, not as Balance Transfers. If you have a dispute with a creditor and pay that creditor with a Balance Transfer or Convenience Check, you may lose certain dispute rights with that creditor.

Cash Advances: Cash Advances obtained from a financial institution, an automated teller machine, or any other party that agrees to honor the credit card for Cash Advance purposes, and all Convenience Checks (including Convenience Checks used to transfer balances) posted to your account are considered Cash Advances. Cash Advances are subject to a transaction fee (see Fee Table above) and the Cash Advance transaction fee charge will appear on your first monthly billing statement following the Cash Advance, and that applicable Cash Advance transaction fee amount will be added to your minimum payment amount which will be due on the payment due date specified on that statement.

Foreign Transaction Fee: TD Bank will impose a 3% foreign transaction fee on the converted U.S. Dollar amount of the transaction and any transaction made outside the U.S. Account transactions (including Purchases and Cash Advances) made in a foreign currency will be converted to U.S. Dollars by or on behalf of Visa U.S.A. Inc. (or any of its affiliates) using its currency conversion procedures and charges then in effect, as of the date on which the transaction is first posted to the VISA system. Foreign Transactions are subject to a transaction fee (see Fee Table above) and the Foreign Transaction Fee charge will appear on your first monthly billing statement following the foreign transaction, and that

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applicable Foreign Transaction fee amount will be added to your minimum payment amount which will be due on the payment due date specified on that statement.

**Penalty APR:** Whenever your Minimum Monthly Payment is 30 days past due, we may increase the APR on the account to the Penalty APR for at least six (6) consecutive monthly billing cycles, starting with the billing cycle immediately following the billing cycle in which the default occurred. The Penalty APR will apply to all new and outstanding balances during those six consecutive monthly billing cycles, or, if later, until the beginning of the seventh monthly billing cycle after all events of default under the Agreement have been cured, no new events of default have occurred, and at least six (6) consecutive monthly payments have been received by us no later than 5 p.m. Eastern Time on their payment due dates, together with the payment portion of the monthly billing statement. Provided nothing else occurs to cause the Penalty APR to continue, the Penalty APR will then end and the standard (non-introductory) APR(s) will apply.

**How to Avoid Paying Interest on Purchases:** We charge interest on Balance Transfers and Cash Advances beginning on the transaction date (see your account disclosure for the applicable APR, including any promotional rates). We charge interest on Purchases beginning on the transaction date unless you pay your entire balance, which includes all Purchases, Cash Advances and Balance Transfers by the payment due date each and every month. Please see your Business Credit Card Agreement for more details.

**Credit Reports:** You agree that we have a right to obtain a credit report in connection with our review of your application and after we establish an account, to administer the account. You agree that we may report to others our credit experience with you. At your request we will provide the name and address of each consumer-reporting agency from which we obtained a report about you.

**Your Telephone Number:** When you give us your mobile phone number, we have your permission to contact you at that number about all of your TD Bank accounts. Your consent allows us to use text messaging, artificial or pre-recorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

**Information Sharing:** TD Bank’s Privacy Policy is available online at http://www.tdbank.com/bank/privacy_and_security.html.

**New York Residents** may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Department of Financial Services: 1-800-342-3736 or http://www.dfs.ny.gov.

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**FOUR EASY OPTIONS TO MAKE SURE YOUR PAYMENT IS ON TIME:**

- Mail your payment, accompanied by your Statement’s payment stub, to the following address TD Bank, P.O. Box 16027, Lewiston, ME 04243-9513; always allow time for us to receive your payment on or before your due date.
- Schedule an online payment at www.tdcardservices.com.
- Pay in person directly to a teller at a retail location.
- Payments can be made over the phone at 1-888-561-8861.

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**IMPORTANT INFORMATION ABOUT THE TD BUSINESS SOLUTIONS PROGRAM**

**How do I earn points under the TD Business Solutions Visa Program?**

You earn 1 point per dollar on all purchases charged to your TD Business Solutions Visa Credit Card Account. Your Account must be open and in good standing in order to earn Business Solutions points.

**When do Business Solutions points post to my Account?**

Business Solutions points are posted to your Account each billing cycle based on purchases that post to your Account within that billing cycle. Any returned items will be deducted from the points earned.

**How can I redeem my Business Solutions points?**

Business Solutions points may be redeemed upon request at specified levels for a variety of merchandise, cash back, gift cards, and travel rewards found at www.tdbank.com/businesssolutions. Specific merchandise, gift cards, and travel rewards are subject to availability, and include only those participating partners found at tdbank.com/businesssolutions. In order to redeem your points for cash back, points must correspond to $25 or more. For details on how to receive cash back visit tdbank.com/businesssolutions to redeem or call the Rewards Center at 1-877-745-5040.

**Are there any transactions that do not earn Business Solutions points?**

Yes, purchases of travelers checks, money orders, lottery tickets, gambling chips, wire transfers, foreign currency, purchases or reloading of prepaid cards, or purchases of any other cash equivalents as determined by Bank in its sole discretion, do not earn Rewards. These transactions are not considered purchases qualifying to earn TD Rewards points regardless of how a merchant may classify or code the transaction. Also, Balance Transfers, Cash Advances, fees (including but not limited to fees for products that protect or insure the balances of your account), interest charges, disputed and unauthorized or fraudulent charges, account refunds, rebates, and similar credits are not eligible for Business Solutions points. In addition, any returned items will be deducted from the points earned.

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Do Business Solutions points expire?  
For as long as the Account remains open and in good standing, Business Solutions points will not expire and there is no restriction to the number of points that may be earned annually.

Are there any restrictions on redemption of Business Solutions points?  
Your account must be open and in good standing in order to redeem Business Solutions points. If your Account is closed for any reason, your participation in the Rewards Program will be terminated and the total balance of your accumulated points will be forfeited. You will also forfeit any unredeemed points if you cancel your Rewards Program participation or if the Rewards Program is terminated. We may, at our sole discretion, cancel, modify, restrict, or terminate the Rewards Program or any aspects or features of the Rewards Program at any time without prior notice. All interpretations of Rewards terms and conditions shall be at our sole discretion. In the event of any fraudulent, abusive, or gaming activity related to the Rewards Program, as determined by us in our discretion, we reserve the right to make adjustments to your Rewards Program point accruals, and/or to cancel your participation in the Rewards Program, and/or cancel your Account at any time. Business Solutions points have no cash value except when redeemed in connection with the Business Solutions program, and may not be used in place of payment of any portion of a required Minimum Monthly Payment or any other required payment on a credit card or other account owed to TD Bank. Business Solutions points may not be transferred or assigned.

Program terms may change. Please telephone Customer Service at 1-888-561-8861 for details.

The Business Solutions program is administered and managed by Helix Global Solutions, Inc. Helix Global Solutions, Inc. is a leader in marketing and innovative customer-driven strategies. Helix Global Solutions, Inc. is not affiliated with TD Bank, N.A. or Visa U.S.A. Inc., and is solely responsible for administering and managing the Business Solutions program.

IMPORTANT INFORMATION ABOUT THE SIMPLY FLEXIBLE BUSINESS PROGRAM:

How does the TD Simply Flexible Business Visa card work?  
Available exclusively through TD Card Services, you have the flexibility to select your standard Annual Percentage Rate (APR) for purchase and balance transfer transactions based on your monthly payment. If you pay 10% or more of your outstanding balance, the lowest available APR (currently variable 9.24%) will be applied to purchase and balance transfer transactions. If you pay 5-9.99% of your outstanding balance, the middle tier APR (currently variable 16.24%) will be applied to purchase and balance transfer transactions. If you pay less than 5% of your outstanding balance, the highest APR (currently variable 21.24%) will be applied to purchase and balance transfer transactions. The TD Simply Flexible Business℠ Visa® Credit Card is Powered by Paymentflex® Technologies, LLC. TD Bank, N.A. is an authorized user of Paymentflex® US Patents #5,933,817 and #6,836,764, and of the Paymentflex® registered trademark pursuant to license from Paymentflex® Technologies, LLC. TD Bank, N.A. is the card issuer/creditor of the credit card program described in this offer.

Visa is a registered trademark and service mark of Visa International Service Association, and is used by TD Bank, N.A. pursuant to license from Visa U.S.A Inc. TD Bank, N.A. is the card issuer/creditor of the credit card program described in these "Important Business Credit Card Terms and Conditions."

Any account opened in response to this application shall be governed by the laws of the State of Delaware.

Acknowledgement  
You acknowledge that you have read and agree to the “Important Business Credit Card Terms and Conditions” for the TD Business Solutions and Simply Flexible Business℠ VISA credit cards, including the important rate, fee, and cost information. By submitting a credit card application to TD Bank, N.A. (“Bank”), you agree to all terms and conditions of the Business Credit Card Agreement (“Agreement”) (a copy of which is available to you upon request and will be sent to you with your card if your application is approved), including TD Bank, N.A.’s right to change terms and add new terms to the credit card account at any time.

By activating a card or allowing an authorized person to activate or use a card or the Account, you personally agree to fully pay all amounts owed in connection with the Account as required by the Agreement. You also agree that the federal and state courts sitting in New Castle County, Delaware shall have exclusive jurisdiction over any judicial action or proceeding relating to or arising out of the credit card account or the Agreement, and you agree to submit to the personal jurisdiction of such courts. You also agree to waive the right to a trial by jury. You agree that the account will only be used for lawful business purposes. You further acknowledge you are at least 18 years of age.

Important Notice: By signing or otherwise authorizing and submitting an application, you authorize TD Bank, N.A., its successors, assigns, employees and designated agents (together, ”TD Bank”), to gather credit, employment and other information about you, including credit bureau reports, that TD Bank may deem necessary or appropriate in evaluating your application for credit. If your application is approved and credit is extended to you, you further authorize TD Bank to re-verify any or all of such information from time to time, including obtaining additional credit bureau reports, for any legitimate purpose in connection with such extension of credit, such as for the purpose of reviewing the Account, increasing the credit line on the Account, or for taking collection on the Account, and to furnish information concerning my Account to consumer reporting agencies and others who may properly receive that information. If you ask, you will be informed whether or not a consumer report was requested, and if a report was requested, you will be informed upon request of the name and address of the consumer reporting agency that furnished the report. You agree that all credit card applications remain the property of TD Bank. By submitting a credit card application to TD Bank, you also certify that no essential information has been concealed and that no misrepresentations have been made on the application. If approved, you agree to the terms and conditions applicable to the Account for which you are approved. If you apply for

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and receive a TD Business Solutions Credit card, you also agree that TD Bank and Helix Global Solutions Inc. may share information about my account transactions with each other, for the purpose of administering and managing the rewards program.

If you have any questions, you may contact TD Bank at 1-888-561-8861.