



We're excited to offer you a role with us.

Everyday, TD enriches the lives of millions of customers, colleagues and community members. By joining one of the largest banks in North America, you'll join a caring, supportive and confident culture that is committed to your growth and development, so you can unlock your full potential and achieve your career goals. After all, a better you means a better us.

So, here it is – your offer letter. In the following pages, you'll find the details about your role, compensation and key terms and conditions of your employment. Please review this material carefully and follow the instructions to accept your offer. If you have any questions, feel free to contact me directly.

When you invest your time and talent with us, we provide you with support and opportunities in return. Because when you're happy our customers are happy – and that's what makes TD a great place to work. We can't wait for you to join us!

May 19, 2022

Nipun Chopra
35 Rizal Ave,
Markham, ON, L6B 0L1
tonipunchopra05@gmail.com

Congratulations Nipun!

TD Bank Group ("TD"), is special because of our people. With your talent, drive and ambition, we know you'll achieve remarkable things here. We're thrilled to offer you a role with the following terms and conditions.

Role Overview

- Position: Direct Investing - Investment Representative
- Business Group: Markham Investor Service Center
- Role Type: Full-Time
- Job Level: L06
- Location: Markham
- Reporting To: Adrian Fraser, Transition Team Manager
- Start Date: June 20, 2022

Note: You will be supporting our English-speaking clients working on the extended hours queue.

Total Rewards Offer

We are pleased to provide you with a comprehensive total rewards package as follows:

Base Pay

Your annual base salary of C\$54,630.00 less applicable deductions, will be paid biweekly and administered within salary band L06. Based on your start date you will receive the portion of your annual salary reflecting the time worked this year. Your base salary will be reviewed annually. This full-time position is based on 37.5 weekly hours.

Variable Compensation

You will be eligible to participate in the North American Contact Center Incentive Plan (NACCIP) for Direct Investing, which rewards employees based on team and individual performance.

- Your target award will be 10% of your eligible earnings.
- Your actual awards will be reflective of your team and individual performance.
- Incentive awards are typically paid semi-annually less applicable deductions.
- Incentive awards are subject to the terms and conditions of the plan and your continued compliance with the Bank's Code of Conduct and Ethics. If you are not in compliance with the Bank's Code of Conduct and Ethics, your award will be revoked or reduced.
- Awards are subject to forfeiture in the event of resignation or termination of employment, as set out in the plan document.

Recognition Programs

In addition to any applicable business-specific performance recognition programs, all active (excluding temporary) employees of TDBG are eligible to participate in the Global Service Recognition Program.

- At five years of service, you will receive an award of 10 TD shares and a congratulatory letter from the Group President & CEO.
- At 10 years of service and every five years thereafter, you will be invited to choose from either an award of 10 TD shares or an award from a selection of merchandise and will also receive a congratulatory letter from the Group President & CEO.
- Additionally, on your 25th service anniversary and every fifth anniversary thereafter, you also will receive a Milestone Vacation Bonus of one additional vacation week (pro-rated for part time employees) to help you celebrate! Please note this Milestone Vacation Bonus only applies for the applicable anniversary year.

Vacation

In this role, your annual vacation entitlement will be 15 days per calendar year, prorated during your first year of employment. Your vacation entitlement is subject to the terms and conditions of the TD Vacation Program.

Benefits

After 90 days of active employment, you'll have access to a wide range of competitive benefits, including medical and dental, as well as life, accident, critical illness and disability protection. TD shares the cost of your benefits coverage and your share of the cost is deducted from your pay.

Pension

After one year of continuous service at TD, you'll be eligible to enroll in the TD Pension Plan (Canada) Defined Contribution Plan ("the Plan").

- Once enrolled, TD will provide a core contribution, and if you elect to contribute TD will also provide a matching contribution.
- You can choose to contribute up to 5% of your pensionable earnings as defined by the terms of the Plan.
- If you don't enroll in the Plan, you will be automatically enrolled at an employee contribution rate of 3% when you reach age 25 or after you have completed 24 months of service, whichever occurs later.

How TD Will Help You Save

Whether it's for a short-term goal like saving for your next vacation, a mid-term goal like saving for your next car or a longer-term goal like planning for retirement, we are here to help!

- Once you become part of our team, you can enroll in our Employee Future Builder savings program. Popular with employees, you can accumulate savings in a RSP (personal or spousal) or Tax-Free Savings Account (TFSA) through regular payroll deductions or you can contribute a portion of your incentive award into a RSP (personal or spousal). TD pays all the administration and investment management fees associated with your investment choices.
- After 3 months, you can also share in the long-term success of TD through our Employee Ownership Plan that helps you buy TD common shares through regular payroll deductions. You can contribute up to 10% of eligible earnings and we will match your first \$250 each year, dollar for dollar, and 50% of the rest of your contributions, to an overall maximum of 3.5% of eligible earnings or \$2,250 annually, whichever comes first.

Employee Banking Benefits

On your start date, you become one of our most valued TD customers. You're eligible to receive preferred rates on banking products and services like mortgage financing, home equity lines of credit, personal loans and unsecured lines of credit, credit cards, home, auto and travel insurance, as well as a staff account service plan.

If you depart TD for any reason whatsoever, you will immediately lose access to and eligibility for Employee Banking Benefits effective your departure date. Information on Employee Banking Benefits can be found on the TD Web under Resources.

Other Employment Information

Licensing, Training and Accreditation

A key requirement of the TD Direct Investing Investment Representative position is the timely completion of all industry courses necessary for licensing. As such, your continued employment in the position is conditional upon successful completion of the following:

Requirement	Completion Date
Canadian Securities Course (CSC)	Within 3 months of start date
Conduct and Practices Handbook (CPH) Course	Within 4 months of start date
Investment Representative (IR) License with the Investment Industry Regulatory Organization of Canada (IIROC)	Within 3 months of start date
Derivatives Fundamentals and Options Licensing (DFOL) Course	Within 12 months of start date

Should you not meet any of these requirements within the above-mentioned timeframes, your employment with TD will be terminated without further notice or pay in lieu of notice/severance, given you will not be able to fulfill the responsibilities of the TD Direct Investing Investment Representative position. You will be required to provide proof of completion and good standing for any and all courses, licensing or accreditation requirements, whether obtained prior to your employment with TD or thereafter. Failure to provide such valid proof will result in the termination of your employment with the Bank without further notice or pay in lieu of notice/severance.

In the event that TD has paid the cost for any of your accreditation and/or special education (including rewrites) in the eighteen (18) months prior to the date you submit your notice of resignation hereby authorize TD Bank to deduct the full amount from any monies that may be owing to you at the time your employment ceases, including but not limited to any salary, commissions, incentive pay, pay in lieu of notice, severance pay, or vacation. The following amounts will be deducted where applicable:

CSI	SeeWhy Learning
CSC \$ 836.00	CSC \$340.00
CPH \$ 552.00	CPH \$200.00
DFOL \$ 921.00	DFOL \$325.00

- IR License: \$465.00
- Cost per Re-write: \$250 + applicable provincial tax

If TD does not deduct the above amounts where applicable, you will be required to repay the applicable amounts to TD in full within 30 days following the date your employment ceases.

Probationary Period

Your first three months are probationary. We need this time to determine if this arrangement is successful for you and the organization. At any time during the three-month probationary period, TD or you may terminate your employment for any reason, without obligation to give advance notice or pay in lieu of notice/severance.

Offer Conditional

Your employment is conditional on TD Bank receiving satisfactory results from all of your background and reference checks, as determined by TD Bank in its sole discretion.

- If the results of any checks are considered unsatisfactory by TD Bank, or if TD Bank is unable to complete any checks, this offer may be rescinded (if you have not yet begun your employment with TD Bank) or your employment may be terminated without notice or pay in lieu of notice/severance (if you have already begun your employment with TD Bank).
- By accepting this offer you confirm that if you are employed in a position identified by TD Bank as requiring a full criminal background check satisfactory to TD Bank on a recurring basis, you understand and agree that it is a condition of your continued employment to consent to these checks (which will be performed at least every two (2) years following the commencement of your employment in such a position). You further understand and agree that if you do not consent; your employment may be terminated without notice or pay in lieu of notice/severance.
- You must also be, and remain, legally entitled to work for TD Bank in Canada. If you are in Canada on a temporary basis, you will be required to provide us with copies of your legal authorization to work prior to your start date. If you are unable to obtain or maintain the necessary work authorization, you are required to advise us immediately. In this event your employment will cease as of the date that you are not legally entitled to perform your duties and you will have no entitlement to notice, pay in lieu of notice/severance.
- Regardless of your remote working arrangements, TD requires that you continue to reside in Canada for the duration of time you are in this role.

Accommodation

At TD, we are committed to fostering an inclusive, accessible environment, where all employees feel valued, respected and supported, and we have a Workplace Accommodation Policy for this purpose. If you require a disability related workplace accommodation, TD will work with you to implement suitable accommodation. Prior to starting your role, if you need further information about the program that TD has in place, please contact me.

Digitized Version

This Offer Letter may be executed in counterparts with the same effect as if both parties had signed the same document. Each counterpart shall be construed together and shall constitute one agreement. This agreement, to the extent signed and delivered by electronic or digital means (e.g., online portal, email, PDF, scanned copy, etc.) deemed acceptable by TD, shall be treated in all respects as an original signed agreement and shall be considered to have the same binding legal effect as if it were the original signed version delivered in person.

Confidentiality of the Terms of this Offer

The terms of this offer are not to be disclosed by you to any other person including, without limitation, to any person employed by TD. Disclosure to your immediate family and/or to a professional advisor for the purpose of obtaining legal or financial advice in connection with this offer will not breach this confidentiality obligation. However, you must require any immediate family member or professional advisor to whom you disclose these terms, not to disclose any details regarding this offer. Any breach of this confidentiality obligation may result in the withdrawal of this offer, or termination of employment for just cause, should such breach occur after your employment has commenced.

Accepting Your Offer

Please digitally acknowledge this offer within 2 business days to confirm your acceptance of the position. If you have any questions, or require more than 2 business days for review, feel free to contact me.

Nipun, we wish you success and are confident in your ability to make a meaningful contribution in your new role!

Sincerely,
Jesse Truelove
Talent Acquisition Partner
Jesse.Truelove@td.com

Your Employment at TD

Additional Terms and Conditions

Terms and conditions of employment are covered in the offer letter, and here, in this document. Note that "TD" means The Toronto-Dominion Bank, including any of its subsidiaries or affiliates.

Changes to Your Employment

From time to time, TD may need to make changes to your employment conditions, such as your duties, hours of work, work location, reporting relationship, compensation structure, retirement and benefit programs, and licensing or accreditation. In such cases, TD will provide you with at least 30 days' notice where practical. In the event that your employment should change, such as if you transfer to another position or are promoted, the terms and conditions of your offer letter and these additional terms and conditions of employment shall continue to apply, unless they are changed or replaced in writing.

Full Time and Attention

During your employment, we expect that you will devote your entire working time and attention to TD and will faithfully and diligently serve and further the interests of TD and your business unit. In this regard, during your employment, you will need to seek approval for any form of directorship or outside business interests, subject to the Outside Business Activities Guidelines.

Obligations Arising From Previous Employment

You confirm that, to the best of your knowledge:

- you are not subject to any restrictions (such as non-solicitation or non-competition provisions) arising from your previous employment that will affect the position you are being offered with TD, including but not limited to any restrictions (such as conflict of interest provisions) that may result from working previously for a government department/agency/regulatory body or accounting firm (or, if you are subject to such restrictions, you have disclosed such restrictions to TD); and
- you have not taken from any past employer, and will not disclose or use in connection with your employment with TD, any confidential or proprietary information of any past employer.

Non-Solicitation of Customers or Clients

During your employment with TD, you may not, directly or indirectly, solicit or try to entice away any customer or client or prospective customer or client of TD for the purpose of inducing or causing that customer or client to cease doing business or to limit or modify its relationship or business dealings with TD, or to conduct with any person other than TD any business or activity which such customer or client conducts or could conduct with TD, or for the purpose of selling or providing to any such customer or client any products or services offered by (or that compete with the products or services offered by) TD.

For a period of six months following the termination of your employment with TD for any reason, you may not, directly or indirectly, solicit or try to entice away any person who:

- is a current or Prospective Customer or Client of TD with whom you had contact directly or indirectly in connection with your employment at any time within the two year period immediately preceding the date your employment ceases; or
- is a current or Prospective Customer or Client of TD about whom you had access to confidential information through your employment at any time within the two year period immediately preceding the date your employment ceases,

for the purpose of inducing or causing that customer or client to cease doing business or to limit or modify its relationship or business dealings with TD, or to conduct with any person other than TD any business or activity which such customer or client conducts or could conduct with TD, or for the purpose of selling or providing to any such customer or client any products or services offered by (or that compete with the products or services offered by) TD. For the purposes of this clause, "Prospective Customer or Client" means a person that has been pursued as a prospective customer or client by TD at any time within the two year period immediately preceding the date your employment ceases, unless TD has decided to cease all such pursuit.

Non-Solicitation of Employees

During your employment with TD and for a period of six months following the termination of your employment for any reason, you may not, either directly or indirectly, other than on behalf of TD, solicit for employment, offer to employ or employ, or cause any other person to solicit for employment, offer to employ or employ, any employee of TD, or approach,

solicit or otherwise induce or persuade any such employee to leave the employment of TD, or to apply for or accept employment with any person other than TD.

Confidentiality

During your employment, you will have access to information of a confidential nature which is known or used by TD in connection with its business, and is not generally known to the public. Such confidential information includes but is not limited to, lists of clients and prospective clients and their contact information, sales and marketing activities, business plans, employee compensation, compensation plans, pricing or proposals, information about suppliers, product information, operations or procedures, agreements with other parties, proprietary computer software and related technical or user documentation, and research and investment strategies. You may not directly or indirectly use or disclose any such confidential information to any person at any time during your employment, other than as necessary in the course of performing your duties and responsibilities for TD and for the benefit of TD, or at any time after the termination of your employment for any reason. You have no right to retain such confidential information upon the termination of your employment. All such information must be returned to TD upon the termination of your employment, and deleted from any personal electronic device. These confidentiality obligations do not preclude you from: a) cooperating with or participating in any investigation or proceeding conducted by a government entity, self-regulatory organization or law enforcement agency; or b) communicating with or reporting to a government entity, self-regulatory organization or law enforcement agency concerning a possible violation of law.

Enforcement of Covenants

You acknowledge and agree that the Confidentiality provision and the Non-Solicitation restrictions outlined above are reasonable and necessary for the protection of the legitimate proprietary interests of TD and you hereby waive any and all defenses to the strictest enforcement of these restrictions. Further, you acknowledge and agree that the Confidentiality provision and the Non-Solicitation restrictions outlined above will continue to apply notwithstanding the manner or reasons for the termination of your employment with TD, regardless of who terminated the employment, whether the termination was with or without cause or notice and includes your voluntary resignation from your employment with TD.

Privacy

Respecting our customers' and employees' privacy and the confidentiality of their personal and financial information has always been fundamental to the way we do business within TD. Through the course of your employment, you may have access to a significant amount of personal information about clients and other employees. You cannot collect, use or disclose any such personal information except for the purpose of performing your duties at TD and in accordance with applicable privacy policies. Even within TD, the personal information of customers and employees should be discussed and disclosed only to employees with a legitimate need to know. Specifically, you cannot use or disclose this information for any other purpose, even after you leave TD. By accepting TD's offer of employment, you agree to the terms and conditions of TD's Employee Privacy Standard which, among other things, provides your consent to the collection, use and disclosure of your employee personal information as described in the Standard. A copy of the Standard is enclosed.

Property Rights

By accepting TD's offer of employment, you are also assigning and agreeing to assign to TD upon creation, all of your rights, title and interest whatsoever, in and to all of your work product, including, but not limited to, all discoveries, ideas, inventions, works and designs, whatsoever (collectively "Work Product"), which you may solely or jointly conceive, reduce to practice, create, derive, develop, author or make during the period of your employment with TD, which either: (i) relate to TD's business or actual or demonstrably anticipated business or development; (ii) were developed on any amount of TD's time or with the use of any of TD's equipment, supplies, facilities, proprietary, confidential or trade secret information; or (iii) resulted from any work you performed for TD. You hereby irrevocably waive all your moral rights in and to all of your Work Product. You acknowledge and agree that you will not be entitled to any additional compensation for your Work Product. Both during the period of your employment with TD and thereafter, you will execute all documents and take all other actions as required by TD to evidence, secure and perfect TD's rights in such Work Product.

In the event TD is unable, after reasonable efforts, as determined in its sole discretion, to secure your cooperation to execute documents or take any other action required by TD, you hereby irrevocably designate and appoint TD and its duly authorized officers and agents as your agent and attorney in the following limited capacity: to act for and on your behalf and to execute, with the same legal force and effect as if executed by you, and file, any such application or applications and to perform all other lawfully permitted acts to evidence, secure and perfect TD's rights in such Work Product, including, but not limited to, the prosecution and issuance of patents, copyrights or similar protections for your Work Product.

Notice of Resignation

If you wish to resign, we need 10 business days' notice (unless your business has a specific resignation policy in which case that will outline the notice you need to give). TD may decide to waive this notice period in whole or in part. Once

you've given notice, we may change your duties. For example, this may include not coming to work during all or part of the notice period. You may not begin new employment or business arrangements with any other employer during the notice period.

Policies and Compliance

You are required to successfully complete a Compliance learning module within 30 days following your start date. On an on-going basis, we expect all employees to review and comply with TD's policies, as they may be amended from time to time. Periodically, the Bank will ask that you review certain specified policies and attest to your compliance with them. These policies set out certain conduct and compliance requirements. In addition, you may be required (either by law, regulation, by-laws of self-regulatory organizations or TD's business practices) to attain and retain licenses or accreditations.

Transfer of Trading Accounts

By accepting this offer, you agree that you may, depending on your position, be governed by the TD Trading Window Policy and/or the Information Barriers Policy and/or all business specific trading policies. If required, TD will advise you of the applicable compliance policies. If applicable, you may be required to transfer your trading accounts, as well as trading accounts of your spouse or other members of your family that reside in your household to TD Waterhouse Canada Inc. The transfer of your accounts should be completed as soon as possible.

Other

Should you engage in any serious misconduct as a client of any company within TD, that company may disclose your misconduct to The Toronto-Dominion Bank and such misconduct may be grounds for discipline up to and including dismissal depending upon the seriousness and circumstances. TD may, in certain circumstances, suspend you from employment with or without pay, for purposes of investigation or for disciplinary reasons.

Waiver

No waiver of any provision of the offer letter or this document shall constitute a waiver of any other provision nor shall any waiver of any provision of the offer or this document constitute a continuing waiver unless otherwise expressly provided.

Entire Agreement

The provisions of the offer letter and this document contain the entire agreement and understanding between you and TD and fully supersede any and all prior agreements or understandings between the parties pertaining to the details of this offer of employment. There have been no representations, inducements, promises, or agreements of any kind which have been made by either party, or by any person acting on behalf of either party, which are not contained in the terms of this employment offer.

Acknowledgment

You acknowledge that you have had sufficient time to review and consider these additional terms and conditions and have done so thoroughly, and you have had the opportunity to obtain independent legal advice should you wish to do so.