CONFIDENTIAL
PRICING SUPPLEMENT
Dated April 15, 2024
(To the Offering Memorandum Supplement dated March 22, 2023
and the Base Offering Memorandum dated March 22, 2023)

THE NOTES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR THE STATE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR THE BENEFIT OF, U.S. PERSONS EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THE NOTES ARE BEING OFFERED AND SOLD ONLY TO PERSONS WHO ARE "QUALIFIED INSTITUTIONAL BUYERS" ("QIBS") AS DEFINED IN RULE 144A OF THE SECURITIES ACT ("RULE 144A"). SEE "NOTICE TO INVESTORS" AND "SUPPLEMENTAL PLAN OF DISTRIBUTION; SELLING RESTRICTIONS" HEREIN.

Scotiabank®

The Bank of Nova Scotia
$15,000,000
Callable Fixed Rate Notes
Due April 17, 2036 (Bail-inable Notes)

- 100% repayment of principal at maturity, subject to the credit risk of the Bank
- Callable by the Bank annually on any Issuer Call Payment Date at or after 5 years following issuance
- Annual interest payments
- Interest Rate of 5.90% per annum over the 12-year stated term of the Notes.

The Callable Fixed Rate Notes due April 17, 2036 (Bail-inable Notes) (the "Notes") offered hereunder are unsubordinated and unsecured obligations of The Bank of Nova Scotia and are subject to investment risks including possible loss of the Principal Amount invested due to the credit risk of The Bank of Nova Scotia. As used in this Pricing Supplement, the "Bank," "we," "us" or "our" refers to The Bank of Nova Scotia.

The Notes will not be listed on any securities exchange or automated quotation system.

Neither the United States Securities and Exchange Commission ("SEC") nor any state securities commission has approved or disapproved of the Notes or passed upon the accuracy or the adequacy of this document, the Base Offering Memorandum or the Offering Memorandum Supplement. Any representation to the contrary is a criminal offense.

The Notes are not insured by the Canada Deposit Insurance Corporation (the "CDIC") pursuant to the Canada Deposit Insurance Corporation Act (the "CDIC Act"), the United States Federal Deposit Insurance Corporation, or any other governmental agency of Canada, the United States or any other jurisdiction.

The Notes are Bail-inable Notes (as defined in the accompanying Base Offering Memorandum) and subject to conversion in whole or in part – by means of a transaction or series of transactions and in one or more steps – into common shares of the Bank or any of its affiliates under subsection 39.2(2.3) of the CDIC Act and to variation or extinguishment in consequence, and subject to the application of the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to the Notes. See "Description of the Notes We May Offer — Special Provisions Related to Bail-inable Notes" and "Risk Factors — Risks Related to the Notes" in the accompanying Base Offering Memorandum.

Scotia Capital (USA) Inc. ("SCUSA"), our affiliate, has agreed to purchase the Notes from us for distribution to other registered broker-dealers. SCUSA or any of our other affiliates or agents may use this Pricing Supplement in market-making transactions in the Notes after their initial sale. Unless we, SCUSA or another of our affiliates or agents selling such Notes to you informs you otherwise in the confirmation of sale, this Pricing Supplement is being used in a market-making transaction. See "Supplemental Plan of Distribution; Selling Restrictions" in this Pricing Supplement, "Supplemental Plan of Distribution" in the Offering Memorandum Supplement and "Plan of Distribution" in the Base Offering Memorandum.

Investment in the Notes involves certain risks. You should refer to "Additional Risk Factors" beginning on page P-7 of this Pricing Supplement and "Risk Factors" beginning on page 10 of the Offering Memorandum Supplement.

We will deliver the Notes in book-entry form through the facilities of The Depository Trust Company ("DTC") on the Issue Date against payment in immediately available funds.

Scotia Capital (USA) Inc.

SUMMARY

The information in this "Summary" section is qualified by the more detailed information set forth in this Pricing Supplement, the Base Offering Memorandum and the Offering Memorandum Supplement. See "Notice To Investors" in this Pricing Supplement.

Issuer:	The Bank of Nova Scotia (the "Issuer" or the "Bank")
Issue:	Senior Note Program, Series D
Type of Note:	Callable Fixed Rate Notes
CUSIP/ISIN:	06417YR68 / US06417YR681
Aggregate Principal Amount:	$15,000,000
Minimum Investment:	$100,000 and increments of $1,000 thereafter
Denominations:	1 Note representing $1,000 Principal Amount and integral multiples of 1 Note ($1,000) thereafter
Principal Amount:	$1,000 per Note
Issue Price:	100% of the Principal Amount per Note
Number of Notes:	15,000
Underwriting Commission:	0.25% per Note ($37,500.00 in the aggregate)
Proceeds to Issuer:	99.75% per Note ($14,962,500.00 in the aggregate)
Currency:	U.S. Dollars
Trade Date:	April 15, 2024
Original Issue Date:	April 17, 2024
Maturity Date:	April 17, 2036
Business Day:	A day other than a Saturday or Sunday or a day on which banking institutions in New York City are authorized or required by law to close
Interest Payments:	With respect to each Interest Payment Date, the Interest Payment will be calculated based on the Interest Rate and computed on the basis of the Day Count Fraction
Interest Rate:	5.90% per annum
Interest Payment Dates:	Annually, on April 17 of each year, commencing in April 2025 and ending on the Maturity Date, subject to the Issuer Call Provision. For each Interest Payment Date, interest will accrue from and including the previous Interest Payment Date (or the Original Issue Date in the case of the first Interest Payment Date) to, but excluding, the applicable Interest Payment Date (or the Maturity Date in the case of the final Interest Payment Date), in each case, without any adjustment in the event an Interest Payment Date is postponed.
Day Count Fraction:	30/360
Business Day Convention:	Following; Unadjusted

If any Interest Payment Date (including the Maturity Date or any Issuer Call Payment Date) is not a Business Day, any payment due on such date will be made on the first following Business Day. No additional interest will accrue as a result of any such postponement.

Issuer Call Provision: The Notes are redeemable at our option, in whole, but not in part, on any Issuer Call Payment Date upon notice by us to DTC through the trustee on or before the corresponding Issuer Call Notice Date, at an amount that will equal the Principal Amount of your Notes and any accrued and unpaid interest to the applicable Issuer Call Payment Date. If the Notes are called prior to the Maturity Date, the applicable Issuer Call Payment Date will be the final Interest Payment Date, meaning you will be entitled to receive only the Principal Amount of the Notes and any accrued and unpaid Interest Payment in respect of Interest Payment Dates occurring on or before the Issuer Call Payment Date. In this case, you will lose the opportunity to continue to be paid Interest Payments in respect of Interest Payment Dates that would have occurred after the Issuer Call Payment Date.

In the event that a redemption (for any reason) would lead to a breach of our total loss absorbing capacity requirements, such redemption will be subject to the prior approval of the Superintendent of Financial Institutions (Canada), as described further under "Description of the Notes We May Offer — Special Provisions Related to Bail-inable Notes — Approval of Redemption, Repurchases and Defeasance" and "— Canadian Bank Resolution Powers — TLAC Guideline" in the accompanying Base Offering Memorandum.

Issuer Call Notice Date: 10 Business Days prior to the corresponding Issuer Call Payment Date

Issuer Call Payment Dates: Each Interest Payment Date prior to the Maturity Date, commencing with the Interest Payment Date scheduled to occur in April 2029 ("the First Call Date")

Status: The Notes will constitute direct, unsubordinated and unsecured obligations of the Bank ranking *pari passu* with all other direct, unsecured and unsubordinated indebtedness of the Bank from time to time outstanding (except as otherwise prescribed by law). Holders will not have the benefit of any insurance under the provisions of the CDIC Act, the U.S. Federal Deposit Insurance Act or under any other deposit insurance regime of any jurisdiction.

Canadian Bail-in Powers: The Notes are Bail-inable Notes (as defined in the accompanying Base Offering Memorandum) and subject to conversion in whole or in part – by means of a transaction or series of transactions and in one or more steps – into common shares of the Bank or any of its affiliates under subsection 39.2(2.3) of the CDIC Act and to variation or extinguishment in consequence, and subject to the application of the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to the Notes. See "Description of the Notes We May Offer — Special Provisions Related to Bail-inable Notes" and "Risk Factors — Risks Related to the Notes" in the accompanying Base Offering Memorandum.

Agreement with Respect to the Exercise of Canadian Bail-in Powers: By its acquisition of an interest in any Note, each holder or beneficial owner of that Note is deemed to (i) agree to be bound, in respect of the Notes, by the CDIC Act, including the conversion of the Notes, in whole or in part – by means of a transaction or series of transactions and in one or more steps – into common shares of the Bank or any of its affiliates under subsection 39.2(2.3) of the CDIC Act and the variation or extinguishment of the Notes in consequence, and by the application of the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to the Notes; (ii) attorn and submit to the jurisdiction of the courts in the Province of Ontario with respect to the CDIC Act and those laws; and (iii) acknowledge and agree that the terms referred to in paragraphs (i) and (ii), above, are binding on that holder or beneficial owner despite any provisions in the indenture or the Notes, any other law that governs the Notes and any other agreement, arrangement or understanding between that holder or beneficial owner and the Bank with respect to the Notes.

Holders and beneficial owners of Notes will have no further rights in respect of their Bail-inable Notes to the extent those Bail-inable Notes are converted in a bail-in conversion, other than those provided under the bail-in regime, and by its acquisition of an interest in any Note, each holder or beneficial owner of that Note is deemed to irrevocably consent to the converted portion of the Principal Amount of that Note and any accrued and unpaid interest thereon being deemed paid in full by the Bank by the issuance of common shares of the Bank (or, if applicable, any of its affiliates) upon the occurrence of a bail-in conversion, which bail-in conversion will occur without any further action on the part of that holder or beneficial owner or the trustee; provided that, for the avoidance of doubt, this consent will not limit or otherwise affect any rights that holders or beneficial owners may have under the bail-in regime.

See "Description of the Notes We May Offer — Special Provisions Related to Bail-inable Notes" and "Risk Factors — Risks Related to the Notes" in the accompanying Base Offering Memorandum for a description of provisions and risks applicable to the Notes as a result of Canadian bail-in powers.

Survivor's Option: Not Applicable

Form of Notes: Book-entry

Calculation Agent: Scotia Capital Inc., an affiliate of the Bank

The Calculation Agent will make all determinations regarding the amount payable on your Notes. All determinations made by the Calculation Agent shall be made in its sole discretion and, absent manifest error, will be final and binding on you and us, without any liability on the part of the Calculation Agent. We may change the Calculation Agent for your Notes at any time without notice and the Calculation Agent may resign as Calculation Agent at any time upon 60 days' written notice to the Bank.

Offer, Sale and Transfer Restrictions: The Notes are being offered and sold, in reliance on Rule 144A of the Securities Act of 1933, as amended, only to persons who are QIBs.

Any applicable transferee of the Notes will be required to have executed (or executed on their behalf), and be in compliance with the provisions of, a purchaser representation letter substantially reflecting the deemed representations applicable to Rule 144A Notes set forth under "Notice to Investors" in the Base Offering Memorandum.

Any person purchasing the Notes from a party other than the Bank or SCUSA is deemed to (a) acknowledge that the party selling the Notes to such person has represented to the Bank and SCUSA that such person is a QIB or that a purchaser representation letter has been executed on their behalf by another party, as applicable, and (b) make the representations, warranties and covenants applicable to Rule 144A Notes set forth under "Notice to Investors" in the Base Offering Memorandum.

Further, the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA") or the United Kingdom. Additionally, the Notes may not be sold or offered directly or indirectly in Canada or to any resident of Canada. For additional offer, sale and transfer restrictions, please also see the sections "Notice to Investors" and "Supplemental Plan of Distribution; Selling Restrictions" herein and "Selling Restrictions" and "Certain Benefit Plan Considerations" in the Base Offering Memorandum.

Record Date: For interest due on an Interest Payment Date, the Business Day immediately preceding such Interest Payment Date

Tax Redemption: The Bank (or its successor) may redeem the Notes, in whole but not in part, at a redemption price equal to the Principal Amount thereof together with accrued and unpaid interest to the date fixed for redemption, if it is determined that changes in tax laws or their interpretation will result in the Bank (or its successor) becoming obligated to pay, on the next Interest Payment

	Date, additional amounts with respect to the Notes. See “Payment of Additional Amounts and Tax Redemption” in this Pricing Supplement.
Listing:	The Notes will not be listed on any securities exchange or automated quotation system
Use of Proceeds:	General corporate purposes, as discussed further herein under “Use of Proceeds and Hedging”
Clearance and Settlement:	DTC global

NOTICE TO INVESTORS

The Notes will be issued on the terms and subject to the conditions set in the Offering Memorandum Supplement and the Base Offering Memorandum, as supplemented and modified by this Pricing Supplement (together, the "Offering Documents"). This Pricing Supplement describes the specific terms of the Notes and also adds to, updates and supersedes, as applicable, information contained in the other Offering Documents. The other Offering Documents provide general information relating to issuances that may be made from time to time under our Senior Notes Private Placement Program. Some of the information therein does not apply to this offering of Notes. To the extent there is any inconsistency between this Pricing Supplement and the other Offering Documents, the information contained in this Pricing Supplement controls and should be relied upon. Defined terms used in this Pricing Supplement, but not defined herein, shall have the meanings ascribed to such terms in the other Offering Documents. Unless otherwise indicated, references to "The Bank of Nova Scotia", "the Bank", "BNS", "we", "our" and "us" refer to the Bank only and not to its consolidated subsidiaries. References to "you" and "your" refer to the holder of Notes.

The Notes are unlike ordinary debt instruments. You should ensure you fully understand the risks involved with an investment in the Notes. You should also consider the suitability of the Notes as an investment in light of your own circumstances and financial condition. Any payment on the Notes will depend upon our creditworthiness. See "Additional Risk Factors" herein, "Risk Factors" in the Offering Memorandum Supplement and in the Base Offering Memorandum for further discussion of these risks.

The Notes are a part of our Senior Notes Private Placement Program, Series C, and represent the Bank's unsecured and unsubordinated obligations and will constitute deposit liabilities of the Bank for purposes of the *Bank Act* (Canada), ranking on a parity with all of the Bank's other senior unsecured debt including deposit liabilities, other than certain governmental claims in accordance with applicable law, and prior to all of the Bank's subordinated debt. Accordingly, you should understand that you are relying on the creditworthiness of the Bank, among other factors, with respect to an investment in the Notes.

The Offering Documents are confidential and are being furnished by the Bank in connection with an offering exempt from registration under the Securities Act, solely for the purpose of enabling prospective investors to consider the purchase of the Notes. Any reproduction or distribution of any of the Offering Documents, in whole or part, and any disclosure of its contents or use of any information herein or therein for any purpose other than considering an investment in the Notes is prohibited. You should not assume that the information in this Pricing Supplement is accurate as of any date other than the date on the front of this document.

The Offering Documents do not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Notes or the distribution of the Offering Documents in any jurisdiction where any such action is required. Persons into whose possession the Offering Documents come are required by us and SCUSA to inform themselves about and to observe any such restrictions. The Offering Documents do not constitute, and may not be used in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

The information contained in the Offering Documents and any other information supplied in connection with the Notes should not be considered a recommendation by us that any recipient of the Offering Documents should purchase any Notes. You should make your own independent investigation of the financial condition and creditworthiness of the Bank, the risks involved with an investment in the Notes and the impact of these factors in light of your particular situation. By accepting delivery of this Pricing Supplement and/or the other Offering Documents, you are deemed to have acknowledged the need to conduct your own thorough investigation and to exercise your own due diligence with respect to an investment in the Notes. The contents of the Offering Documents should not be construed as legal, business or tax advice. You should consult your attorney, business advisor and/or tax advisor for legal, business and/or tax advice.

The Offering Documents have been prepared by the Bank solely for use in connection with the offering of the Notes. The Bank reserves the right to reject any offer to purchase, in whole or in part, for any reason, or to sell less than all of the Notes.

The Notes have not been, and will not be, registered under the Securities Act or the state securities laws of any state of the United States or the securities laws of any other jurisdiction and may not be offered, sold, pledged or otherwise transferred within the United States or to, or for the account or the benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and are subject to further transfer restrictions as set forth herein under "Supplemental Plan of Distribution; Selling Restrictions". Accordingly, the Notes are being offered and sold, in reliance on Rule 144A, subject to the restrictions, conditions and limitations set forth under "Summary — Offer, Sale and Transfer Restrictions" above. Further, the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA or the United Kingdom. Additionally, the Notes may not be sold or offered directly or indirectly in Canada or to any resident of Canada. For additional offer, sale and transfer restrictions, see "Supplemental Plan of Distribution; Selling Restrictions" herein and "Selling Restrictions" and "Certain Benefit Plan Considerations" in the Base Offering Memorandum.

ADDITIONAL RISK FACTORS

An investment in the Notes involves significant risks. In addition to the following risks included in this Pricing Supplement, we urge you to read "Risk Factors" beginning on page S-3 of the Offering Memorandum Supplement and on page 10 of the Base Offering Memorandum.

You should understand the risks of investing in the Notes and carefully consider, with your advisers, the suitability of the Notes in light of your particular financial circumstances and the information set forth in this Pricing Supplement and the Base Offering Memorandum and Offering Memorandum Supplement.

Risks Relating to Return and General Credit Characteristics

Your Investment is Subject to Reinvestment Risk in the Event We Elect to Call the Notes

We have the ability to call the Notes prior to the Maturity Date, beginning on the First Call Date. In the event we decide to exercise the Issuer Call Provision, the amount of interest payable would be less than the amount of interest payable if you held the Notes until the Maturity Date. There is no guarantee that you would be able to reinvest the proceeds from an investment in the Notes at a comparable return for a similar level of risk following our exercise of the Issuer Call Provision. We may choose to call the Notes early or choose not to call the Notes early, in our sole discretion. In addition, it is more likely that we will call the Notes prior to maturity if a decrease in U.S. interest rates or a significant decrease in the volatility of U.S. interest rates would result in greater interest payments on the Notes than on instruments of comparable maturity, terms and creditworthiness then trading in the market.

The Notes are Subject to Interest Rate Risk and May be More Risky Than an Investment in Notes with a Shorter Term

The Notes are an investment in a fixed interest rate. Instruments with fixed interest rates are generally more sensitive to market interest rate changes. The prices of long-term debt obligations generally fluctuate more than prices of short-term debt obligations as interest rates change. Generally, when market interest rates rise, the prices of debt obligations fall, and the value of a longer-term debt obligation will generally fall more quickly than that of a shorter-term debt obligation. This risk may be particularly acute because market interest rates are currently at historically low levels. You will not have the right to redeem the Notes early if market interest rates begin to rise, and the Interest Rate on the Notes may be less than the interest you could earn on other investments with a similar level of risk available at such time. Therefore, an increase in market interest rates will adversely affect the value of your Notes.

Your Investment is Subject to the Credit Risk of the Bank

The Notes are senior unsecured debt obligations of the Bank, and are not, either directly or indirectly, an obligation of any third party. As further described in the Base Offering Memorandum and Offering Memorandum Supplement, the Notes will rank on par with all of the other unsecured and unsubordinated debt obligations of the Bank, except such obligations as may be preferred by operation of law. Any payment to be made on the Notes, including the return of the Principal Amount at maturity or on the Issuer Call Payment Date, as applicable, depends on the ability of the Bank to satisfy its obligations as they come due. As a result, the actual and perceived creditworthiness of the Bank may affect the market value of the Notes and, in the event the Bank were to default on its obligations, you may not receive the amounts owed to you under the terms of the Notes.

Risks Relating to Liquidity and Secondary Market Price Considerations

The Price at Which the Notes May Be Sold Prior to Maturity will Depend on a Number of Factors and May Be Substantially Less Than the Amount for Which They Were Originally Purchased

The price at which the Notes may be sold prior to maturity will depend on a number of factors. Some of these factors include, but are not limited to: (i) volatility of the level of interest rates and the market's perception of future volatility of the level of interest rates, (ii) changes in interest rates generally, (iii) any actual or anticipated changes in our credit ratings or credit spreads, and (iv) time remaining to maturity. In particular, the price of the Notes may be impacted by the Issuer Call Provision feature of the Notes. Additionally, the Interest Rate of the Notes reflects not only our credit spread generally but also the Issuer Call Provision feature of the Notes, and thus may not reflect the rate at which a note without such feature might be issued and sold.

The foregoing factors may cause the market value of the Notes to decrease and you may receive substantially less than 100% of the issue price if you sell your Notes prior to maturity.

The Inclusion of Dealer Spread and Projected Profit from Hedging in the Issue Price is Likely to Adversely Affect Secondary Market Prices

Assuming no change in market conditions or any other relevant factors, the price, if any, at which SCUSA or any other party is willing to purchase the Notes at any time in secondary market transactions will likely be significantly lower than the issue price, since the cost of hedging our obligations under the Notes that are included in the issue price. The cost of hedging includes the projected profit that we and/or our affiliates may realize in consideration for assuming the risks inherent in managing the hedging transactions. These secondary market prices are also likely to be reduced by the costs of unwinding the related hedging transactions. In addition, any secondary market prices may differ from values determined by pricing models used by SCUSA as a result of dealer discounts, mark-ups or other transaction costs.

The Notes Lack Liquidity and Transfer Restrictions on the Notes May Further Limit Their Liquidity

The Notes will not be listed on any securities exchange or automated quotation system. Therefore, there may be little or no secondary market for the Notes. SCUSA or any other dealer may, but is not obligated to, make a market in the Notes. Even if there is a secondary market, it may not provide enough liquidity to allow you to trade or sell the Notes easily. Because we do not expect that other broker-dealers will participate significantly in the secondary market for the Notes, the price at which you may be able to trade your Notes is likely to depend on the price, if any, at which SCUSA, if they choose to make a market in the Notes, is willing to purchase the Notes from you. If at any time SCUSA or any other dealer were not to make a market in the Notes, it is likely that there would be no secondary market for the Notes. Accordingly, you should be willing to hold your Notes to maturity.

Further, the Notes have not been and will not be registered under the Securities Act and may not be offered, sold, pledged or otherwise transferred except pursuant to an exemption from, or a transaction not subject to, the registration requirements of the Securities Act as further specified herein. These restrictions will limit your ability to transfer your Notes and will further limit any secondary market for the Notes.

Risks Relating to Hedging Activities and Conflicts of Interest

There Are Potential Conflicts of Interest Between You and the Calculation Agent

The Calculation Agent will, among other things, determine the amount of your payment for any Interest Payment Date on the Notes. Our affiliate, Scotia Capital Inc., will serve as the Calculation Agent. We may change the Calculation Agent after the Original Issue Date without notice to you. For additional information as to the Calculation Agent's role, see "Summary—Calculation Agent" herein. The Calculation Agent will exercise its judgment when performing its functions. Because determinations made by the Calculation Agent may affect payments on the Notes, the Calculation Agent may have a conflict of interest if it needs to make any such determination.

We, Our Subsidiaries or Affiliates may Publish Research that Could Affect the Market Value of the Notes; We Also Expect to Hedge Our Obligations Under the Notes

We or one or more of our affiliates may, at present or in the future, publish research reports with respect to movements in interest rates generally. This research is modified from time to time without notice and may express opinions or provide recommendations that are inconsistent with purchasing or holding the Notes. Any of these activities may affect the market value of the Notes. In addition, we or one or more affiliates expect to hedge our obligations under the Notes and may realize a profit from that expected hedging activity even if investors do not receive a favorable investment return under the terms of the Notes or in any secondary market transaction.

SUPPLEMENTAL PLAN OF DISTRIBUTION; SELLING RESTRICTIONS

Pursuant to the terms of a distribution agreement, SCUSA, an affiliate of the Bank, has agreed to purchase the Notes at the Principal Amount from the Bank for distribution to other registered broker-dealers at the discount specified under "Summary" herein.

In addition, SCUSA or another of its affiliates or agents may use the Base Offering Memorandum and Offering Memorandum Supplement to which this Pricing Supplement relates in market-making transactions after the initial sale of the Notes. While SCUSA may make markets in the Notes, it is under no obligation to do so and may discontinue any market-making activities at any time without notice. See "Additional Risk Factors — Risks Relating to Liquidity and Secondary Market Price Considerations" herein and the section titled "Supplemental Plan of Distribution" in the Offering Memorandum Supplement.

The price at which you purchase the Notes includes costs that the Bank or its affiliates expect to incur and profits that the Bank or its affiliates expect to realize in connection with hedging activities related to the Notes, as set forth above. These costs and profits will likely reduce the secondary market price, if any secondary market develops, for the Notes. As a result, you may experience an immediate and substantial decline in the market value of your Notes on the Original Issue Date.

SCUSA and our other affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. SCUSA and our other affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for the Bank, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, SCUSA and our other affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities and/or instruments of the Bank. SCUSA and our other affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

The Notes are being offered and sold, in reliance on Rule 144A, subject to the restrictions, conditions and limitations set forth under "Summary — Offer, Sale and Transfer Restrictions" above.

Prohibition of Sales to EEA Retail Investors

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended ("MiFID II"); (ii) a customer within the meaning of Directive (EU) 2016/97, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129, as amended. Consequently no key information document required by Regulation (EU) No 1286/2014, as amended (the "PRIIPs Regulation"), for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

Prohibition of Sales to United Kingdom Retail Investors

The only categories of person in the United Kingdom to whom this pricing supplement may be distributed are those persons who (i) have professional experience in matters relating to investments falling within the definition of investment professionals (as defined in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the "Financial Promotion Order")), (ii) are persons falling within Article 49(2)(a) to (d) ("high net worth companies, unincorporated associations etc.") of the Financial Promotion Order, or (iii) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 ("FSMA")) in connection with the issue or sale of any securities may otherwise lawfully be communicated or caused to be communicated (all such persons in (i)-(iii) above together being referred to as "Relevant Persons"). This pricing supplement is directed only at Relevant Persons and must not be acted on or relied on by persons who are not Relevant Persons. Any investment or investment activity to which this pricing supplement relates is available only to Relevant Persons and will be engaged in only with Relevant Persons. This pricing supplement may only be provided to persons in the United

Kingdom in circumstances where section 21(1) of FSMA does not apply to the Bank. The Notes are not being offered to "retail investors" within the meaning of the Packaged Retail and Insurance-based Investment Products Regulations 2017 and accordingly no Key Information Document has been produced under these regulations.

Prohibition of Sales in Canada and to Canadian residents

The Notes may not be offered, sold or otherwise made available directly or indirectly in Canada or to any resident of Canada.

PAYMENT OF ADDITIONAL AMOUNTS AND TAX REDEMPTION

Payment of Additional Amounts

We will pay any amounts to be paid by us on the Notes without deduction or withholding for, or on account of, any and all present or future tax, levies, imposts, duties, assessment or other governmental charges (including penalties, interest and other liabilities related thereto) imposed, levied, collected, withheld or assessed by or on behalf of Canada or any Canadian political subdivision or authority that has the power to tax (hereinafter "Canadian taxes"), unless the deduction or withholding is required by law or by the interpretation or administration thereof by the relevant governmental authority. At any time a Canadian taxing jurisdiction requires us to deduct or withhold for or on account of Canadian taxes from any payment made under or in respect of the Notes, we will pay to each holder of such Notes as additional interest, such additional amounts ("Additional Amounts") as may be necessary so that the net amounts received by each holder (including Additional Amounts), after such deduction or withholding, shall not be less than the amount the holder would have received had no such deduction or withholding been required, except as described below.

However, no Additional Amounts will be payable with respect to a payment made to a holder of a Note, which we refer to as an "Excluded Holder", in respect of the beneficial owner thereof:

(i) with which we do not deal at arm's length (within the meaning of the Income Tax Act (Canada)) at the time of making such payment, or which is entitled to the payment in respect of a debt or other obligation to pay an amount to a person with which we do not deal at arm's length (within the meaning of the Income Tax Act (Canada)) at the time of making such payment;

(ii) which is a "specified shareholder" of the Bank, or which does not deal at arm's length (within the meaning of the Income Tax Act (Canada)) with a "specified shareholder" of the Bank as defined in subsection 18(5) of the Income Tax Act (Canada);

(iii) which is subject to such Canadian taxes by reason of the holder of beneficial owner being a resident domiciliary or national of, engaged in business or maintaining a permanent establishment or other physical presence in or otherwise having some connection presently or formerly with Canada or any province or territory thereof otherwise than the mere holding of Notes or the receipt of payments thereunder;

(iv) which is subject to such Canadian taxes by reason of the holder's or beneficial owner's failure to comply with any certification, identification, documentation or other reporting requirements if compliance is required by law, regulation, administrative practice or an applicable treaty as a precondition to exemption from, or a reduction in the rate of deduction or withholding of, such Canadian taxes (provided that the Bank advises the trustees and the holders of such Notes then outstanding of any change in such requirements);

(v) with respect to any estate, inheritance, gift, sale, transfer, personal property or similar tax or other governmental charge;

(vi) which is subject to such Canadian taxes by reason of the legal nature of the holder or beneficial owner disentitling such holder or beneficial owner to the benefit of an applicable treaty if and to the extent that the application of such treaty would have resulted in the reduction or elimination of any Canadian taxes as to which additional amounts would have otherwise been payable to the holder;

(vii) which failed to duly and timely comply with a timely request by us to provide information, documents, certification or other evidence concerning the holder's or beneficial owner's nationality, residence, entitlement to treaty benefits, identity or connection with Canada or any political subdivision or authority thereof, if and to the extent that due and timely compliance with such request would have resulted in the reduction or elimination of any Canadian taxes as to which additional amounts would have otherwise been payable to a recipient or beneficial owner but for this clause;

(viii) which is a fiduciary or partnership or person other than the sole beneficial owner of such payment to the extent that the Canadian taxes would not have been imposed on such payment had such holder been the sole beneficial owner of such Notes.

(ix) which presents such Note for payment (where presentation is required) more than 30 days after the relevant date (except to the extent that the holder thereof would have been entitled to such Additional Amounts on presenting a Note for payment on the last day of such 30 day period); for this purpose, the "relevant date" in relation to any payments on any Note means:

  (a) the due date for payment thereof, or

(b) if the full amount of the monies payable on such date has not been received by the Trustee on or prior to such due date, the date on which the full amount of such monies has been received and notice to that effect is given to holders of the Notes in accordance with the Indenture; or

(x) who could lawfully avoid (but has not so avoided) such withholding or deduction by complying, or procuring that any third party comply with, any statutory requirements or by making, or procuring that any third party make, a declaration of non-residence or other similar claim for exemption to any relevant tax authority.

In addition, no Additional Amounts will be payable on account of:

(i) any tax, assessment or other governmental charge that is imposed otherwise than by withholding by the Bank or the Paying Agent from the payment;

(ii) any tax, assessment or other governmental charge that would not have been imposed but for a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;

(iii) any tax, assessment or other governmental charge imposed under any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986; or

(iv) any combination of any of the foregoing exceptions.

For the avoidance of doubt, we will not have any obligation to pay any holders Additional Amounts on any Canadian tax which is payable otherwise than by deduction or withholding from payments made under or in respect of the Notes.

We will also make such withholding or deduction in respect of taxes and remit the full amount deducted or withheld to the relevant Canadian authority in accordance with applicable law. We will furnish to the Trustee, within 60 days after the date the payment of any taxes is due pursuant to applicable law, certified copies of tax receipts evidencing that such payment has been made or other evidence of such payment satisfactory to the Trustee. We will indemnify and hold harmless each holder of Notes (other than an Excluded Holder) and upon written request reimburse each such holder for the amount (excluding any additional amounts that have previously been paid by the Bank with respect thereto) of (x) any taxes so levied or imposed and paid by such holder as a result of payments made under or with respect to the Notes, and (y) any taxes levied or imposed and paid by such holder with respect to any reimbursement under (x) above, but excluding any taxes on such holder's net income or capital.

In any event, no Additional Amounts or indemnity amounts will be payable under the provisions described above in respect of any Note in excess of the Additional Amounts and the indemnity amounts which would be required if, at all relevant times, the holder of such Note were a resident of the United States for purposes of and was entitled to the benefits of the Canada-U.S. Income Tax Convention (1980), as amended, including any protocols thereto. As a result of the limitation on the payment of Additional Amounts and indemnity amounts discussed in the preceding sentence, the Additional Amounts or indemnity amounts received by certain holders of Notes may be less than the amount of Canadian taxes withheld or deducted or the amount of Canadian taxes (and related amounts) levied or imposed giving rise to the obligation to pay the indemnity amounts, as the case may be, and, accordingly, the net amount received by such holders of the Notes will be less than the amount such holders would have received had there been no such withholding or deduction in respect of Canadian taxes or had such Canadian taxes (and related amounts) not been levied or imposed.

Tax Redemption

The Bank (or its successor) may redeem the Notes, in whole but not in part, at a redemption price equal to the Principal Amount thereof together with accrued and unpaid interest to the date fixed for redemption, upon the giving of a notice as described below, if:

- as a result of, (i) any amendment to, clarification of, or change (including any announced prospective change) in, the laws, or any regulations thereunder, or any application or interpretation thereof, of Canada, or any political subdivision or taxing authority thereof or therein, affecting taxation; (ii) any judicial decision, administrative pronouncement, published or private ruling, regulatory procedure, rule, notice, announcement, assessment or reassessment (including any notice or announcement of intent to adopt or issue such decision, pronouncement, ruling, procedure, rule, notice, announcement, assessment or reassessment) (collectively, an "administrative action"); or (iii) any amendment to, clarification of, or change (including any announced prospective change) in, the official position with respect to or the interpretation of any administrative action or any interpretation or pronouncement that provides for a position with

respect to such administrative action that differs from the theretofore generally accepted position, in each case (i), (ii) or (iii), by any legislative body, court, governmental authority or agency, regulatory body or taxing authority, irrespective of the manner in which such amendment, clarification, change, administrative action, interpretation or pronouncement is made known, which amendment, clarification, change or administrative action is effective or which interpretation, pronouncement or administrative action is announced on or after the date of issuance of the Notes, there is more than an insubstantial risk (assuming any proposed or announced amendment, clarification, change, interpretation, pronouncement or administrative action is effective and applicable) that the Bank is, or may be, subject to more than a de minimis amount of additional taxes, duties or other governmental charges or civil liabilities because the treatment of any of its items of income, taxable income, expense, taxable capital or taxable paid up capital with respect to the Notes (including the treatment by the Bank of interest on the Notes) or the treatment of the Notes, as or as would be reflected in any tax return or form filed, to be filed, or otherwise could have been filed, will not be respected by a taxing authority;

- as a result of any change (including any announced prospective change) in or amendment to the laws (or any regulations or rulings promulgated thereunder) of Canada (or the jurisdiction of organization of the successor to the Bank) or of any political subdivision or taxing authority thereof or therein affecting taxation, or any change in official position regarding the application or interpretation of such laws, regulations or rulings (including a holding by a court of competent jurisdiction), which change or amendment is announced or becomes effective on or after the Trade Date (or, in the case of a successor to the Bank, after the date of succession), and which in the written opinion to the Bank (or its successor) of legal counsel of recognized standing has resulted or will result (assuming, in the case of any announced prospective change, that such announced change will become effective as of the date specified in such announcement and in the form announced) in the Bank (or its successor) becoming obligated to pay, on the next succeeding date on which interest is due, Additional Amounts with respect to the Notes; or

- on or after the Trade Date (or, in the case of a successor to the Bank, after the date of succession), any action has been taken by any taxing authority of, or any decision has been rendered by a court of competent jurisdiction in, Canada (or the jurisdiction of organization of the successor to the Bank) or any political subdivision or taxing authority thereof or therein, including any of those actions specified in the paragraph immediately above, whether or not such action was taken or decision was rendered with respect to the Bank (or its successor), or any change, amendment, application or interpretation shall be officially proposed, which, in any such case, in the written opinion to the Bank (or its successor) of legal counsel of recognized standing, will result (assuming, in the case of any announced prospective change, that such change, amendment, application, interpretation or action is applied to the Notes by the taxing authority and that such announced change will become effective as of the date specified in such announcement and in the form announced) in the Bank (or its successor) becoming obligated to pay, on the next succeeding date on which interest is due, Additional Amounts with respect to the Notes;

and, in any such case, the Bank (or its successor), in its business judgment, determines that such obligation cannot be avoided by the use of reasonable measures available to it (or its successor).

In the event the Bank elects to redeem the Notes pursuant to the provisions set forth in the preceding paragraph, it shall deliver to the trustee a certificate, signed by an authorized officer, stating (i) that the Bank is entitled to redeem such Notes pursuant to their terms and (ii) the Principal Amount of the Notes to be redeemed.

Notice of intention to redeem such Notes will be given to holders of the Notes not more than 45 nor less than 30 days prior to the date fixed for redemption and such notice will specify, among other things, the date fixed for redemption, and on or promptly after the redemption date, it will give notice of the redemption price.

MATERIAL CANADIAN INCOME TAX CONSEQUENCES

For a discussion of the Canadian federal income tax consequences of investing in the Notes, please see the discussion in the accompanying product supplement under "Supplemental Discussion of Canadian Tax Consequences" and in the accompanying Base Offering Memorandum under "Canadian Taxation". If you are not a Non-resident Holder (as that term is defined in the Base Offering Memorandum) for Canadian federal income tax purposes or if you acquire the Notes in the secondary market, you should consult your tax advisors as to the consequences of acquiring, holding and disposing of the Notes and receiving the payments that might be due under the Notes.

In addition to the assumptions, limitations and conditions described in the above-referenced sections of the accompanying Product Supplement and Base Offering Memorandum, such discussion assumes that a Non-Resident Holder is not an entity in respect of which the Bank is a "specified entity" as defined in proposals to amend the Income Tax Act (Canada) (the "Act") released by the Minister of Finance (Canada) on November 28, 2023 with respect to "hybrid mismatch arrangements", as defined (the "Hybrid Mismatch Proposals"). In general terms, the Hybrid Mismatch Proposals provide that two entities will be treated as specified entities in respect of one another if one entity, directly or indirectly, holds a 25% equity interest in the other entity, or a third entity, directly or indirectly, holds a 25% equity interest in both entities.

Such discussion further assumes that no amount paid or payable to a Non-Resident Holder will be the deduction component of a "hybrid mismatch arrangement" under which the payment arises within the meaning of proposed paragraph 18.4(3)(b) of the Act contained in the Hybrid Mismatch Proposals.

Potential investors should note that the Hybrid Mismatch Proposals are in consultation form, are highly complex, and there remains significant uncertainty as to their interpretation and application. There can be no assurance that the Hybrid Mismatch Proposals will be enacted in their current form, or at all.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following discussion summarizes the material U.S. federal income tax consequences to U.S. Holders of the purchase, beneficial ownership and disposition of the Notes.

For purposes of this summary, a "U.S. Holder" is a beneficial owner of a Note that is:

- an individual who is a citizen or a resident of the United States, for U.S. federal income tax purposes;
- a corporation (or other entity that is treated as a corporation for U.S. federal income tax purposes) that is created or organized in or under the laws of the United States or any State thereof (including the District of Columbia);
- an estate whose income is subject to U.S. federal income taxation regardless of its source; or
- a trust if a court within the United States is able to exercise primary supervision over its administration, and one or more United States persons, for U.S. federal income tax purposes, have the authority to control all of its substantial decisions.

An individual may, subject to certain exceptions, be deemed to be a resident of the United States for U.S. federal income tax purposes by reason of being present in the United States for at least 31 days in the calendar year and for an aggregate of at least 183 days during a three year period ending in the current calendar year (counting for such purposes all of the days present in the current year, one third of the days present in the immediately preceding year, and one sixth of the days present in the second preceding year).

This summary is based on interpretations of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), regulations issued thereunder, and rulings and decisions currently in effect (or in some cases proposed), all of which are subject to change. Any such change may be applied retroactively and may materially and adversely affect the U.S. federal income tax consequences described herein. In addition, this summary addresses only U.S. Holders that purchase Notes at initial issuance, and own Notes as capital assets and not as part of a "straddle," "hedge," "synthetic security" or a "conversion transaction" for U.S. federal income tax purposes or as part of some other integrated investment. This summary does not discuss all of the tax consequences (such as any alternative minimum tax consequences) that may be relevant to particular investors or to investors subject to special treatment under the U.S. federal income tax laws (such as banks, thrifts or other financial institutions; insurance companies; securities dealers or brokers, or traders in securities electing mark-to-market treatment; regulated investment companies or real estate investment trusts; small business investment companies; S corporations; partnerships; or investors that hold their Notes through a partnership or other entity treated as a partnership for U.S. federal income tax purposes; U.S. Holders whose functional currency is not the U.S. dollar; certain former citizens

or residents of the United States; retirement plans or other tax-exempt entities, or persons holding the Notes in tax-deferred or tax-advantaged accounts; persons that purchase or sell the Notes as part of a wash sale for tax purposes; or "controlled foreign corporations" or "passive foreign investment companies" for U.S. federal income tax purposes). This summary also does not address the tax consequences to any holder that is not a U.S. Holder or to shareholders, or other equity holders in, or beneficiaries of, a holder, or any state, local or (except as discussed above under "Material Canadian Income Tax Consequences") non-U.S. tax consequences of the purchase, ownership or disposition of the Notes. Persons considering the purchase of Notes should consult their tax advisors concerning the application of U.S. federal income tax laws to their particular situations as well as any consequences of the purchase, beneficial ownership and disposition of Notes arising under the laws of any other taxing jurisdiction.

U.S. Federal Income Tax Treatment of the Notes as Indebtedness for U.S. Federal Income Tax Purposes and Payments of Interest

While there is no authority that specifically addresses the U.S. federal income tax treatment of bail-inable notes, the Notes should be treated as indebtedness for U.S. federal income tax purposes, and the balance of this summary assumes that the Notes are treated as indebtedness for U.S. federal income tax purposes. However, the U.S. Internal Revenue Service (the "IRS") could assert that the Notes should be treated as equity for U.S. federal income tax purposes. Nevertheless, treatment of the Notes as equity for U.S. federal income tax purposes should not result in inclusions of income with respect to the Notes that are materially different from those if the Notes are treated as indebtedness. If the Notes were treated as equity, it is unlikely that Interest Payments on the Notes that are treated as dividends for U.S. federal income tax purposes would be treated as "qualified dividend income" for U.S. federal income tax purposes and, if such dividends were not treated as qualified dividend income, amounts treated as dividends would be taxed at ordinary income tax rates. You should consult with your tax advisor regarding the appropriate characterization of the Notes for U.S. federal income tax purposes, and the U.S. federal income and other tax consequences of any bail-in conversion.

Assuming the Notes are treated as indebtedness, Interest Payments on the Notes will be taxable to a U.S. Holder as ordinary interest income at the time it accrues or is received in accordance with the U.S. Holder's normal method of accounting for tax purposes. Pursuant to the terms of the Notes, you agree to treat the Notes consistent with our treatment for all U.S. federal income tax purposes.

Sale, Exchange, Early Redemption or Maturity of the Notes

Upon the taxable disposition of a Note, you should generally recognize taxable gain or loss equal to the difference between (1) the amount realized on such taxable disposition (other than amounts attributable to accrued but untaxed interest) and (2) your adjusted tax basis in the Note. Your adjusted tax basis in a Note generally will equal your cost of the Note. Because the Note is held as a capital asset, as defined in Section 1221 of the Code, such gain or loss will generally constitute capital gain or loss. Capital gain of a noncorporate U.S. Holder is generally taxed at preferential rates where such holder has a holding period of greater than one year. The deductibility of a capital loss realized on the taxable disposition of a Note is subject to limitations.

The U.S. federal income tax treatment of the Notes is uncertain. We do not plan to request a ruling from the IRS regarding the tax treatment of the Notes, and the IRS or a court may not agree with the tax treatment described in this Pricing Supplement. We urge you to consult your tax advisor as to the tax consequences of your investment in the Notes.

FATCA

The Foreign Account Tax Compliance Act ("FATCA") was enacted on March 18, 2010, and imposes a 30% U.S. withholding tax on "withholdable payments" (i.e., certain U.S.-source payments, including interest (and original issue discount), dividends, other fixed or determinable annual or periodical gain, profits, and income, and on the gross proceeds from a disposition of property of a type which can produce U.S.-source interest or dividends) and "passthru payments" (i.e., certain payments attributable to withholdable payments) made to certain foreign financial institutions (and certain of their affiliates) unless the payee foreign financial institution agrees (or is required), among other things, to disclose the identity of any U.S. individual with an account at the institution (or the relevant affiliate) and to annually report certain information about such account. FATCA also requires withholding agents making withholdable payments to certain foreign entities that do not disclose the name, address, and taxpayer identification number of any substantial U.S. owners (or do not certify that they do not have any substantial U.S. owners) to withhold tax at a rate of 30%. Under certain circumstances, a holder may be eligible for refunds or credits of such taxes.

Pursuant to final and temporary Treasury regulations and other IRS guidance, the withholding and reporting requirements under FATCA will generally apply to certain "withholdable payments", will not apply to gross proceeds on a sale or disposition and will apply to certain foreign passthru payments only to the extent that such payments are made after the date that is two years after final regulations defining the term "foreign passthru payment" are published. If withholding is required, we (or the applicable paying agent) will not be required to pay additional amounts with respect to the amounts so withheld. Foreign financial institutions and non-financial foreign entities located in jurisdictions that have an intergovernmental agreement with the U.S. governing FATCA may be subject to different rules.

Investors should consult their own advisors about the application of FATCA, in particular if they may be classified as financial institutions (or if they hold their Notes through a foreign entity) under the FATCA rules.

Medicare Tax on Net Investment Income

U.S. Holders that are individuals, estates or certain trusts are subject to an additional 3.8% tax on all or a portion of their "net investment income," or "undistributed net investment income" in the case of an estate or trust, which may include any income or gain realized with respect to the Notes, to the extent of their net investment income or undistributed net investment income (as the case may be) that, when added to their other modified adjusted gross income, exceeds $200,000 for an unmarried individual, $250,000 for a married taxpayer filing a joint return (or a surviving spouse), $125,000 for a married individual filing a separate return or the dollar amount at which the highest tax bracket begins for an estate or trust. The 3.8% Medicare tax is determined in a different manner than the regular income tax. You should consult your tax advisor as to the consequences of the 3.8% Medicare tax with respect to your investment in the Notes.

Specified Foreign Financial Assets

Certain U.S. Holders that own "specified foreign financial assets" in excess of an applicable threshold may be subject to reporting obligations with respect to such assets with their tax returns, especially if such assets are held outside the custody of a U.S. financial institution. You are urged to consult your tax advisor as to the application of this reporting obligation to your ownership of the Notes.

Backup Withholding and Information Reporting

Interest paid on the Notes, and proceeds received from a taxable disposition of the Notes, will be subject to information reporting unless you are an "exempt recipient" and may also be subject to backup withholding if you fail to provide certain identifying information (such as an accurate taxpayer number) or meet certain other conditions.

Amounts withheld under the backup withholding rules are not additional taxes and may be refunded or credited against your U.S. federal income tax liability, provided the required information is furnished to the IRS.

You should consult your tax advisor as to the federal, state, local and other tax consequences of acquiring, holding and disposing of the Notes and receiving payments under the Notes, as well as any tax consequences arising under the laws of any state, local or non-U.S. taxing jurisdiction (including that of the Bank).

USE OF PROCEEDS AND HEDGING

We will use the net proceeds we receive from the sale of the Notes for the purposes we describe in the Offering Memorandum Supplement under "Use of Proceeds". We or our affiliates may also use those proceeds in transactions intended to hedge our obligations under the Notes as described below.

In anticipation of the sale of the Notes, we or our affiliates expect, but are not required, to enter into hedging transactions involving purchases of securities or over-the-counter derivative instruments prior to or on the Trade Date. From time to time, we or our affiliates may enter into additional hedging transactions or unwind those we have entered into.

We or our affiliates may acquire a long or short position in securities similar to the Notes from time to time and may, in our or their sole discretion, hold or resell those similar securities. We or our affiliates may close out our or their hedge on or before the Maturity Date.

The hedging activity discussed above may adversely affect the market value of the Notes from time to time. See "Additional Risk Factors – Risks Relating to Hedging Activities and Conflicts of Interest" and "Supplemental Plan of Distribution; Selling Restrictions" herein for a discussion of these adverse effects.

Offering Memorandum Supplement to the Base Offering Memorandum Dated March 22, 2023

The Bank of Nova Scotia
Senior Notes, Series C
Senior Notes, Series D

The Bank of Nova Scotia (the "Bank") may from time to time offer and issue unsecured unsubordinated notes (the "Notes"), Series C, which will not be Bail-inable Notes, and Series D, which will be Bail-inable Notes as defined in the accompanying base offering memorandum dated March 22, 2023 (the "Base Offering Memorandum"), each of which would constitute deposit liabilities of the Bank for purposes of the *Bank Act* (Canada) (the "Bank Act"), in an aggregate initial offering price of the Notes (or the U.S. dollar equivalent thereof if any of the Notes are denominated in a currency or currency unit other than U.S. dollars) of up to US $40,000,000,000.

The offering of the Notes hereunder will be made pursuant to the Private Placement Program described in the Base Offering Memorandum and this offering memorandum supplement (the "Offering Memorandum Supplement"). The specific terms of the Notes will be described in the applicable Pricing Supplement (the "Pricing Supplement), together with, if applicable, a product supplement (the "Product Supplement", and together with this Offering Memorandum Supplement and the applicable Pricing Supplement, the "applicable Supplements"). The terms of the Notes may include the following:

- fixed or floating interest rate, zero-coupon or issued with original issue discount; a floating interest rate may be based on:
- commercial paper rate
- U.S. prime rate
- euro interbank offered rate ("EURIBOR")
- Secured Overnight Financing Rate ("SOFR") or SOFR Index
- Treasury rate
- constant maturity treasury rate ("CMT rate")
- certificate of deposit interest rate ("CD rate")
- consumer price index ("CPI")
- constant maturity swap rate ("CMS rate")
- federal funds rate
- any other rate specified in the applicable Pricing Supplement
- Ranked as senior indebtedness of the Bank
- amount of principal and/or interest may be determined by reference to one or more of each "Reference Asset" (as defined herein)
- book-entry form through The Depository Trust Company, Euroclear Bank S.A./N.V., Clearstream Banking, *société anonyme*, or any other clearing system or financial institution specified in the applicable Pricing Supplement
- redemption at the option of the Bank or at the option of the holder
- unless otherwise specified in the applicable Pricing Supplement, interest on Notes, if any, will be paid monthly, quarterly, semi-annually or annually
- unless otherwise set forth in the applicable Pricing Supplement, minimum denominations of US $250,000 and integral multiples of US $1,000 in excess thereof
- unless otherwise set forth in the applicable Pricing Supplement, denominated in U.S. dollars or in a composite currency
- settlement in immediately available funds or by physical delivery

If the applicable Pricing Supplement specifies that the Notes are Bail-inable Notes, we may redeem such Notes at our option, in whole, on or within 90 days after the occurrence of a TLAC Disqualification Event (as defined herein), at a redemption price equal to 100% of the principal amount thereof, plus any accrued and unpaid interest to, but excluding, the date fixed for redemption. See "Description of the Notes — Provisions Specific to Bail-inable Notes — TLAC Disqualification Event Redemption" herein.

As described further in the Base Offering Memorandum, the Notes have not been, and are not required to be, registered under the United States Securities Act of 1933, as amended (the "Securities Act"). The Notes have not been approved or disapproved by the U.S. Securities and Exchange Commission (the "SEC"), any state commission or any other securities commission or other regulatory authority nor have the foregoing authorities passed upon the accuracy or adequacy of this Offering Memorandum Supplement or the Base Offering Memorandum. Any representation to the contrary is a criminal offense.

As described further in the Base Offering Memorandum, the Notes may not be offered or sold within the United States or to or for the account or benefit of U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the Notes will be offered hereunder only (i) to "qualified institutional buyers" ("QIBs") in reliance upon the exemption from registration provided by Rule 144A under the Securities Act ("Rule 144A" and such Notes, the "Rule 144A Notes"), (ii) outside the United States and only to non-U.S. persons in "offshore transactions" in compliance with Regulation S under the Securities Act ("Regulation S" and such Notes, the "Regulation S Notes"), (iii) to QIBs in reliance upon the exemption from registration provided by Rule 144A and to non-U.S. persons in "offshore transactions" in compliance with Regulation S (the "Unified Notes") or (iv) pursuant to another exemption from registration under the Securities Act, in each case as set forth in the applicable Pricing Supplement.

The Notes are subject to certain restrictions on transfer. Each purchaser of the Notes will be deemed to make and, in the case of Notes offered and sold pursuant to an exemption from registration other than that provided by Rule 144A or Regulation S, be required to make in the form of an executed investor representation letter certain acknowledgements, representations and agreements relating to such restrictions on transfer and resale as more fully described under the heading "Notice to Investors" in the Base Offering Memorandum and as set forth in the applicable Pricing Supplement.

Investing in the Notes involves risks. Any payment to be made on the Notes, including any repayment of principal, depends on the ability of the Bank to satisfy its obligations as they come due. See "Risk Factors" beginning on page S-2 of this Offering Memorandum Supplement and page 10 of the Base Offering Memorandum.

The Notes will not constitute deposits that are insured under the Canada Deposit Insurance Corporation Act (Canada) (the "CDIC Act") or by the United States Federal Deposit Insurance Corporation or any other Canadian or U.S. government agency or instrumentality.

If the applicable Pricing Supplement specifies that the Notes are Bail-inable Notes, such Notes are subject to conversion in whole or in part – by means of a transaction or series of transactions and in one or more steps – into common shares of the Bank or any of its affiliates under subsection 39.2(2.3) of the CDIC Act and to variation or extinguishment in consequence, and subject to the application of the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to the Notes. See "Description of the Notes — Provisions Specific to Bail-inable Notes — Agreement with Respect to the Exercise of Canadian Bail-in Powers" herein.

The Bank may sell the Notes directly or through one or more Dealers, including the agent listed below. The agent is not required to sell any particular amount of the Notes.

The Bank may use this Offering Memorandum Supplement in the initial sale of any Notes. In addition, Scotia Capital (USA) Inc. ("SCUSA") or any other affiliate of the Bank may use this Offering Memorandum Supplement and accompanying Base Offering Memorandum in a market-making or other transaction in any Note after its initial sale. Unless the Bank or its agent informs the purchaser otherwise in the confirmation of sale or the applicable Pricing Supplement, this Offering Memorandum Supplement and accompanying Base Offering Memorandum are being used in a market-making transaction.

Scotia Capital (USA) Inc.

Offering Memorandum Supplement dated March 22, 2023

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Offering Memorandum Supplement

Base Offering Memorandum dated March 22, 2023

You should rely only on the information incorporated by reference or provided in this Offering Memorandum Supplement or any other applicable Supplement, and the accompanying Base Offering Memorandum. We have not authorized anyone to provide you with different information. The aforementioned documents do not constitute an offer to sell or a solicitation of an offer to buy any securities other than the Notes described in the applicable Supplements nor do they constitute an offer to sell or a solicitation of an offer to buy such Notes in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. The delivery of the accompanying Base Offering Memorandum and any applicable Supplements at any time does not imply that the information they contain is correct as of any time subsequent to their respective dates.

NOTICE TO INVESTORS

This Offering Memorandum Supplement is highly confidential. The Bank has prepared it solely for use in connection with the offering of the Notes under the Private Placement Program. You may not reproduce or distribute this Offering Memorandum Supplement, the Base Offering memorandum or any other applicable Supplements, in whole or in part, and you may not disclose any of the contents of such documents or use any information herein or therein for any purpose other than considering an investment in the Notes. By accepting delivery of this Offering Memorandum Supplement, the Base Offering memorandum and any other applicable Supplements, you expressly agree to the foregoing and expressly agree to maintain the information contained in this Offering Memorandum Supplement, the Base Offering memorandum and any other applicable Supplements in confidence. You may not distribute this Offering Memorandum Supplement, the Base Offering memorandum or any other applicable Supplements or disclose their contents to anyone, other than persons you have retained to advise you in connection with the offering of Notes under the Private Placement Program, without the Bank's prior written consent.

No person is authorized to give any information or to make any representations other than those contained in this Offering Memorandum Supplement, the Base Offering memorandum or any other applicable Supplements in connection with the offering or sale of the Notes and, if given or made, such information or representations must not be relied upon as having been authorized by the Bank or any agent of the Bank. None of this Offering Memorandum Supplement, the Base Offering memorandum, any other applicable Supplements, any other financial statements or any further information supplied in connection with the offering of Notes is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation or statement of opinion, or a report of either of those things by the Bank or any agent of the Bank that any recipient of this Offering Memorandum Supplement, the Base Offering memorandum or any other applicable Supplements, any other financial statements or any further information supplied in connection with the Notes should purchase any of the Notes. Each investor contemplating purchasing Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of the Bank and the terms of the Notes. Each Dealer has represented and agreed that it will not, directly or indirectly, offer, sell or deliver, any of the Notes in or from Canada or to any resident of Canada without the consent of the Bank. Each Dealer has also agreed that it will include a comparable provision in any selected dealer, selling group agreement or similar arrangement with respect to the Notes that may be entered into by such Dealer.

The Dealers have not independently verified the information contained in this Offering Memorandum Supplement, the Base Offering memorandum or any other applicable Supplements. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by any of the Dealers as to the accuracy or completeness of the information contained in this Offering Memorandum Supplement, the Base Offering memorandum or any other applicable Supplements or any other information provided by the Bank in connection with the Notes. The information contained in this Offering Memorandum Supplement is accurate only as of the date of this Offering Memorandum Supplement regardless of the time of delivery of this Offering Memorandum Supplement or any sale of the Notes.

No action has been taken by the Bank or any of the Dealers that would permit a public offering of the Notes or public distribution of this Offering Memorandum Supplement, the Base Offering memorandum or any other applicable Supplements in any jurisdiction. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Offering Memorandum Supplement, the Base Offering memorandum, any other applicable Supplements nor any advertisement or other offering material may be distributed or published in any jurisdiction, except in circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Offering Memorandum Supplement, the Base Offering memorandum or any other applicable Supplements or any Notes come must inform themselves about, and observe, any such restrictions. Neither the Bank nor any of the Dealers represents that this Base Offering Memorandum may be lawfully distributed, or that the Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or assumes any responsibility for facilitating any such distribution or offering. In particular, there are further restrictions on the distribution of this Offering Memorandum Supplement, the Base Offering memorandum or any other applicable Supplements and the offer, stabilization or sale of the Notes in the United States, Canada, the European Economic Area and other jurisdictions that will be specified in the applicable Supplement. See "Selling Restrictions" in the Base Offering Memorandum.

About This Offering Memorandum Supplement

This Offering Memorandum Supplement and the accompanying Base Offering Memorandum provide you with a general description of the Notes we may offer. Capitalized terms used but not defined herein shall have the meaning assigned to them in the accompanying Base Offering Memorandum. The applicable Pricing Supplement will provide specific information about the terms of the Notes being offered. The applicable Pricing Supplement may include a discussion of any risk factors or other special considerations that apply to those Notes and may also add, update or change the information in the accompanying Base Offering Memorandum and the other applicable Supplements. If there is any inconsistency between the terms of the Notes described in the accompanying Base Offering Memorandum, this Offering Memorandum Supplement, any applicable Product Supplement and the applicable Pricing Supplement, the following hierarchy will govern: first, the applicable Pricing Supplement; second, the Product Supplement (if any); third, this Offering Memorandum Supplement; and last, the accompanying Base Offering Memorandum.

Unless otherwise specified in the applicable Supplement:

- all dollar amounts are expressed in U.S. dollars;
- "the Bank", "we", "us" and "our" mean The Bank of Nova Scotia together, where the context requires, with its subsidiaries; and
- "you", "your" and "holder" means a prospective purchaser or a purchaser of Notes, or a beneficial or registered holder of Notes, provided that a reference to "registered holder" means a registered holder of Notes (see "Legal Ownership and Book-Entry Issuance" and "Description of the Notes We May Offer" in the Base Offering Memorandum and "Global Notes" under the heading "Description of the Notes" in this Offering Memorandum Supplement).

Risk Factors

Investing in the Notes involves risks. You should understand the risks of investing in the Notes and should reach an investment decision only after careful consideration with your advisors of the suitability of the Notes in light of your particular financial circumstances, the following risk factors and the other information included or incorporated by reference in the accompanying Base Offering Memorandum and the applicable Supplements. We have no control over a number of matters, including economic, financial, regulatory, geographic, judicial and political events, that are important in determining the existence, magnitude and longevity of these risks and their influence on the value of, or the payments made on or settlement of obligations with respect to, the Notes. You should not purchase the Notes unless you understand and can bear these investment risks.

An Investment in the Notes Is Subject to Our Credit Risk

An investment in any of the Notes issued under our Private Placement Program is subject to our credit risk. Any payment to be made on the Notes, including any repayment of principal, depends on the ability of the Bank to satisfy its obligations as they come due. Further, the existence of a trading market for, and the market value of, any of the Notes may be impacted by market perception of our creditworthiness. If market perception of our creditworthiness were to decline for any reason, the market value of your Notes and the availability of a trading market for the Notes may be adversely affected.

The COVID-19 virus may have an adverse impact on the Bank

On March 11, 2020, the World Health Organization declared the outbreak of a strain of novel coronavirus disease, COVID-19, a global pandemic. Governments in affected areas have imposed a number of measures designed to contain the outbreak, including business closures, travel restrictions, quarantines and cancellations of gatherings and events. The spread of COVID-19 has had disruptive effects in countries in which the Bank operates and the global economy more widely, as well as causing increased volatility and declines in financial markets. COVID-19 has materially impacted and continues to materially impact the markets in which the Bank operates. If the pandemic is prolonged, or further diseases emerge that give rise to similar effects, the adverse impact on the global economy could deepen and result in further declines in financial markets. A substantial amount of the Bank's business involves making loans or otherwise committing resources to specific companies, industries or countries. The COVID-19 pandemic's impact on such borrowers, industries and countries could have a material adverse effect on the Bank's financial results, businesses, financial condition or liquidity. The COVID-19 pandemic may also result in disruption to the Bank's key suppliers of goods and services and result in increased unavailability of staff adversely impacting the quality and continuity of service to customers and the reputation of the Bank. As a result, the business, results of operations, corporate reputation and financial condition of the Bank could be adversely impacted for a substantial period of time.

Investors in Indexed Notes Could Lose Their Entire Investment

Indexed Notes may present a high level of risk, and those who invest in indexed Notes may lose their entire investment. We use the term "Indexed Notes" to mean Notes with an amount of principal and/or interest payable that will be determined by reference to the price, value or level of one or more equity securities, exchange traded funds, indices, currencies, commodities, financial or economic measures, or indices or baskets of the aforementioned items or pursuant to a formula. We refer to each of these as a "Reference Asset." The direction and magnitude of the change in the price, value or level of the relevant Reference Asset will determine the amount of principal and/or any interest payable on the Indexed Note. The terms of a particular Indexed Note may or may not include a return of a percentage of the face amount at maturity or a minimum interest rate. Thus, if you purchase an Indexed Note, you may lose all or a portion of the principal or other amount you invest and may receive no interest on your investment.

Significant Aspects of the Tax Treatment of an Investment in Indexed Notes Are Uncertain

We do not plan to request a ruling from the Internal Revenue Service or from any Canadian authorities regarding the tax treatment of an investment in Indexed Notes, and the Internal Revenue Service, the Canada

Revenue Agency or a court may not agree with the tax treatment described in any applicable Product Supplement or Pricing Supplement.

Further, the treatment of Indexed Notes for U.S. federal income tax purposes is often unclear due to the absence of any authority specifically addressing the issues presented by any particular Indexed Note.

Thus, in addition to reading the applicable discussions herein under "Certain Income Tax Consequences" and the tax treatment described in any applicable Product Supplement and Pricing Supplement, you should independently evaluate the federal income tax consequences of purchasing an Indexed Note that apply in your particular circumstances and consult your tax advisor about your tax situation.

The Issuer of a Security or Currency That Serves as a Reference Asset Could Take Actions That May Adversely Affect an Indexed Note

The issuer of a security that serves as a Reference Asset or part of a Reference Asset for an Indexed Note will have no involvement in the offer and sale of the Indexed Note and no obligations to the holder of the Indexed Note. The issuer may take actions, such as a merger or sale of assets, without regard to the interests of the holder. Any of these actions could adversely affect the value of a Note indexed to that security or to a Reference Asset of which that security is a constituent.

If the Reference Asset for an Indexed Note includes a non-U.S. dollar currency or other asset denominated in a non-U.S. dollar currency, the government that issues that currency will also have no involvement in the offer and sale of the Indexed Note and no obligations to the holder of the Indexed Note. That government may take actions that could adversely affect the value of the Note. See "— There are Risks Relating to Notes Denominated or Payable in or Linked to a Non-U.S. Dollar Currency" below for more information about these kinds of government actions.

An Indexed Note May Be Linked to a Volatile Reference Asset, Which Could Hurt the Value of, and Return on, Your Investment

Some Reference Assets are highly volatile, which means that their value may change significantly, up or down, over a short period of time. The amount of any principal and/or interest that can be expected to become payable on an Indexed Note may vary substantially from time to time. Because the amounts payable with respect to an Indexed Note are generally calculated based on the value or level of the relevant Reference Asset on a specified date or over a limited period of time, volatility in the Reference Asset increases the risk that the return on the Indexed Note may be adversely affected by a fluctuation in the level of the relevant Reference Asset. The volatility of a Reference Asset may be affected by political or economic events, including governmental actions, and/or by the activities of participants in the relevant markets. Any of these events or activities could adversely affect the value of, and return on, an Indexed Note.

A Reference Asset That is an Index Could Be Changed or Become Unavailable

Some indices compiled by us, our affiliates or third parties may consist of or refer to several or many different index constituents. The sponsor of such an index typically reserves the right to alter the composition of the index and the manner in which the value or level of the index is calculated. An alteration may result in a decrease in the value of or return on an Indexed Note that is linked to the index. The indices for our Indexed Notes may include published indices of this kind or customized indices developed by us, our affiliates or third parties in connection with particular issues of Indexed Notes.

A published index may become unavailable, or a customized index may become impossible to calculate in the normal manner, due to events such as war, natural disasters, cessation of publication of the index or a suspension or disruption of trading in one or more index constituents on which the index is based. If an index becomes unavailable or impossible to calculate in the normal manner, the terms of a particular Indexed Note may allow us to delay determining the amount payable as principal or interest on an Indexed Note, or we may use an alternative method to determine the value of the unavailable index. Alternative methods of valuation are generally intended to produce a value similar to the value resulting from reference to the relevant index. However, it is unlikely that any alternative method of valuation we use will produce a value identical to the value that the actual index would have produced. If

we use an alternative method of valuation for a Note linked to an index of this kind, the value of the Note and/or its rate of return may be lower than it otherwise would be.

Some Indexed Notes are linked to indices that are not commonly used or that have been developed only recently. The lack of a trading history may make it difficult to anticipate the volatility or other risks associated with an Indexed Note of this kind. In addition, trading in these indices or their index constituents, or options or futures contracts on these indices or index constituents, may be limited, which could increase their volatility and decrease the value of the related Indexed Notes and/or their rates of return.

For Certain Types of Notes, the Interest Rate Payable During the Initial Interest Period May Not Be Indicative of the Interest Rate Payable During Subsequent Interest Periods.

The interest rate of certain Notes that we may offer may be based on a different rate during the initial Interest Period (as defined under "— Interest" below) than in subsequent Interest Periods. In particular, during the Interest Period(s) where a fixed rate of interest (or other financial measure) applies, this fixed rate of interest (or other financial measure) may be higher than the floating rate of interest (or other financial measure) that will be applicable during subsequent Interest Period(s). As noted above, the interest rate during the Interest Period where a floating rate of interest is applicable is uncertain and could be equal to or less than 0%.

The Interest Rate on the Notes Will Be Limited if the Notes have a Maximum Interest Rate.

If the applicable Pricing Supplement specifies that your Notes have a maximum interest rate, the interest rate payable on your Notes during any period will be limited to the maximum rate specified in the applicable Pricing Supplement. Therefore, the return you receive during any Interest Period may be less than what you would have received had you invested in a security that was not subject to a maximum interest rate.

Notes Linked to the CPI Are Subject to Additional Risks.

If the interest rate on your Notes is linked to the CPI, as described further under "Description of the Notes — Interest Rates — Consumer Price Index", the level of the CPI may decrease during periods of little or no inflation (and will decrease during periods of deflation). In such a case, depending on the terms of your Notes specified in the applicable Pricing Supplement, the interest rate on your Notes during any Interest Period may be small, and may even be equal to or less than 0%.

The CPI Itself and the Method by which the Bureau of Labor Statistics of the U.S. Bureau of Labor Statistics ("BLS") Calculates the CPI May Change In the Future. If the interest rate on your Notes is linked to the CPI, the BLS may change the method by which it calculates the CPI, which could affect the level of the CPI used to calculate the interest rate (or, if applicable, determine whether the CPI is within the reference rate range) applicable to your Notes. In particular, changes in the way the CPI is calculated could reduce the level of the CPI, which, if the interest rate on your Notes is a floating rate of interest linked to the CPI, will result in lower interest payments during the applicable Interest Period(s), and in turn reduce the market value of the Notes.

Consumer Prices May Change Unpredictably, Affecting the Level of the CPI and the Market Value of the Notes in Unforeseeable Ways. Market prices of the consumer items underlying the CPI may fluctuate based on numerous factors, including: changes in supply and demand relationships; weather; agriculture; trade; fiscal, monetary, and exchange control programs; domestic and foreign political and economic events and policies; disease; technological developments; and changes in interest rates. These factors may affect the level of the CPI and the market value of the Notes in varying ways, and different factors may cause the level of the CPI to move in inconsistent directions at inconsistent rates.

Current Pricing Information About the Applicable Reference Asset and/or Reference Asset Constituents May Not Be Available Due to Time Zone Differences

Special risks may also be presented because of differences in time zones between the United States and the market for the applicable Reference Asset and/or its constituents (its "Reference Asset Constituents"), such that the applicable Reference Asset and/or Reference Asset Constituents are traded on a foreign exchange that is not open when the trading market for the Notes in the United States, if any, is open or where trading occurs in the applicable

Reference Asset and/or Reference Asset Constituents during times when the trading market for the Notes in the United States, if any, is closed. In such cases, holders of the Notes may have to make investment decisions at a time when current pricing information regarding the applicable Reference Asset and/or Reference Asset Constituents is not available.

We May Engage in Hedging Activities that Could Adversely Affect an Indexed Note

In order to hedge an exposure on a particular offering of Notes, we may, directly or through our affiliates or other agents, enter into transactions involving the applicable Reference Asset, Reference Asset Constituents and/or applicable rate for the Note, or involving derivative instruments, such as swaps, options or futures, on the applicable Reference Asset, Reference Asset Constituents and/or rate. To the extent that we enter into hedging arrangements with a non-affiliate, including a non- affiliated agent, such non-affiliate may enter into similar transactions. Engaging in transactions of this kind could adversely affect the market value of, and return on, any such Notes. It is possible that we or the hedging counterparty could achieve substantial returns from our hedging transactions while the value of such Notes may decline.

We are under no obligation to hedge our exposure under a particular offering of Notes. There can be no assurance that any hedging transactions we may choose to undertake will be maintained over the term of the Note or will be successful. Regardless of whether we engage in hedging transactions, you have no claim to or in respect of any particular asset which we hold and depend upon our creditworthiness for payment of any amounts due under a Note.

Historical Information About Indices Is Not Indicative of Future Performance

If we issue an Indexed Note, we may include historical information about the relevant Reference Asset in the applicable Pricing Supplement. Any historical information about indices that we may provide will be furnished as a matter of information only, and you should not regard such information as indicative of future performance of the relevant Reference Asset. You are urged to conduct your own research and analysis into the relevant Reference Asset.

We May Have Conflicts of Interest Regarding an Offering of Notes

SCUSA and our other affiliates and unaffiliated agents may have conflicts of interest with respect to some offerings of Notes. SCUSA and our other affiliates and unaffiliated agents may engage in trading, including trading for hedging purposes, for their proprietary accounts or for other accounts under their management, in an offering of Notes and in the applicable Reference Asset, Reference Asset Constituents and/or rate or in other derivative instruments related to the foregoing. These trading activities could adversely affect the market value of, and return on, such Notes. We and our affiliates and unaffiliated agents may also issue or underwrite securities or derivative instruments that are linked to the same index or rate as one or more linked Notes. Introducing competing products into the marketplace in this manner could adversely affect the market value of, and return on, any such Notes. Additionally, for floating rate Notes linked to certain floating rates, the calculation agent may have the discretion to replace the applicable floating rate following the occurrence of certain events and may make other changes to the terms of the affected Notes, such as the spread, as discussed elsewhere herein.

We or our affiliates or an unaffiliated entity that provides us a hedge in respect of a particular offering of Notes may serve as calculation agent and/or exchange rate agent for such Notes and may have considerable discretion in calculating the amounts payable in respect of the Notes. To the extent that we or another of our affiliates or such an unaffiliated entity calculates or compiles a particular index, it may also have considerable discretion in performing the calculation or compilation of the index. Exercising discretion in this manner could adversely affect the market value of, and return on, an indexed Note based on the index or the rate of return on such Notes.

The Calculation Agent Will Make Determinations With Respect to SOFR-Linked Notes.

The calculation agent will make certain determinations with respect to SOFR-linked Notes as further described below under “Description of the Notes — Interest Rates — SOFR Notes”. In addition, if a benchmark transition event and its related benchmark replacement date (each as defined therein) have occurred, the calculation agent will

make certain determinations with respect to SOFR-linked Notes, as further described herein. Any determination, decision or election pursuant to the benchmark replacement provisions not made by the calculation agent will be made by us. Any of these determinations may adversely affect the value of SOFR-linked Notes, the return on SOFR-linked Notes and the price at which you can sell such SOFR-linked Notes. Moreover, certain determinations may require the exercise of discretion and the making of subjective judgments, such as with respect to SOFR or the SOFR Index or the occurrence or non-occurrence of a benchmark transition event and any benchmark replacement conforming changes. These potentially subjective determinations may adversely affect the value of SOFR-linked Notes, the return on SOFR-linked Notes and the price at which you can sell such SOFR-linked Notes.

Floating Rates of Interest are Uncertain and Could be Equal to or Less Than 0%

If your Notes are floating rate Notes or otherwise directly linked to a floating rate for some portion of the Notes' term, no interest will accrue on the Notes with respect to any Interest Period for which the applicable floating rate specified in the applicable Pricing Supplement (assuming no spread is applicable) is equal to or less than zero on the related interest rate reset date. Floating interest rates, by their very nature, fluctuate, and may be equal to or less than 0%. Also, in certain economic environments, floating rates of interest may be less than fixed rates of interest for instruments with a similar credit quality and term. As a result, the return you receive on your Notes may be less than that of a fixed rate security issued for a similar term by a comparable issuer. Even if your yield on the Notes is positive, and even if your Notes have a specified fixed rate of interest for one or more Interest Periods, the return on your investment may not compensate you for the opportunity cost when you take into account factors such as inflation, that affect the time value of money.

Changes to, Uncertainty in Respect of or the Discontinuation of LIBOR or EURIBOR May Adversely Affect the Market Value of and Return on the Notes, Including Where LIBOR or EURIBOR May Not Be Available

Various interest rates and other indices that are deemed to be "benchmarks", including the London interbank, offered rate ("LIBOR") which is relevant for purposes of calculating the CMS rate, are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective, including the European Union ("EU") Benchmark Regulation (Regulation (EU) 2016/1011) (the "Benchmarks Regulation"), which compliance date was January 1, 2018, while others are still to be implemented. These reforms and other pressures may cause LIBOR to disappear entirely, to perform differently than in the past (as a result of a change in methodology or otherwise), create disincentives for market participants to continue to administer or contribute to LIBOR or have other consequences that cannot be predicted. On July 27, 2017, the Chief Executive of the UK Financial Conduct Authority ("FCA"), which regulates LIBOR, announced that the FCA will no longer persuade or compel banks to submit rates for the calculation of LIBOR after 2021. On March 5, 2021, ICE and the FCA announced that all LIBOR settings will either cease to be provided by any benchmark administrator, or no longer be representative immediately after December 31, 2021 for all GBP, EUR, CHF and JPY LIBOR and for one-week and two-month USD LIBOR tenors, and immediately after June 30, 2023 for the remaining USD LIBOR tenors.

It is impossible to predict whether and to what extent banks will continue to provide LIBOR submissions to the administrator of LIBOR, whether LIBOR rates will cease to be published or supported before these dates or whether any additional reforms to LIBOR may be enacted in the United Kingdom, the EU or elsewhere. Any changes to, or the discontinuance or non-representativeness of, 3-month U.S. dollar LIBOR and any uncertainty as to what these changes may be, may adversely affect the market value of, and the amount of interest payable on, Notes that are linked either directly or indirectly to LIBOR.

The administrator of EURIBOR has also undertaken a number of reforms related to the governance, technical framework and manner of calculation of EURIBOR in response to these regulatory changes, including the Benchmarks Regulation and may make further such changes, or discontinue EURIBOR permanently. It is not possible to predict any changes in the methods pursuant to which the EURIBOR rates are determined, or any other reforms to EURIBOR or any other relevant benchmarks that will be enacted in the EU and elsewhere, each of which may adversely affect the market value of, and the amount of interest payable on, EURIBOR-linked Notes. Any such changes could cause EURIBOR to perform differently than in the past, or to cease to exist.

Based on the foregoing, investors in the Notes should be aware that:

(a) any of the reforms or pressures described above or any other changes to the relevant benchmark could affect the level of the published rate, including to cause it to be lower and/or more volatile than it would otherwise be; and

(b) if EURIBOR is discontinued or becomes non-representative prior to the maturity of certain EURIBOR Notes, then the rate of interest on such Notes will be determined by the fallback provisions provided for under "Description of the Notes — Interest Rates — EURIBOR Notes" herein. Such provisions may not operate as intended depending on market circumstances and the availability of rates information at the relevant time. This may result, to the extent that other fallback provisions provided for in this Offering Memorandum Supplement are not applicable, in the effective application of a fixed rate based on the EURIBOR rate that applied in the last period for which the EURIBOR rate was available.

Changes to, Uncertainty in Respect of or the Discontinuation of CMS Rates May Adversely Affect the Market Value of, and Return on, the Notes, Including Where the Applicable CMS Rates May Not Be Available

CMS rates represent the rate for the fixed rate of interest (paid semi-annually) of a U.S. dollar swap of a specified term where the floating rate of interest is equal to the 3-month USD LIBOR rate for that same maturity. As a result, the CMS rate is significantly affected by actual or anticipated changes in the level of the 3-month USD LIBOR. Given the uncertainty regarding LIBOR, there can be no assurance that the CMS rates will continue in their current form throughout the term of the Notes. It is possible that, following the discontinuance of 3-month USD LIBOR (currently expected to occur after June 30, 2023) —and possibly beforehand — publication of the CMS rates will be discontinued or the CMS rates will cease to be representative of then-prevailing interest rates. In that circumstance, the calculation agent will have discretion to select a successor rate (as described below under "Description of the Notes — Interest Rates — CMS Rate Notes"). There can be no assurance that the characteristics of any successor rates selected by the calculation agent will be a suitable replacement for the CMS rate. In selecting a successor rate, the calculation agent will select the rate it determines is most likely to produce the economic equivalent of the affected CMS rate, but any successor rate may perform differently than the floating reference rates and could adversely affect the market value of, and the amount of interest payable on, your Notes.

SOFR is a Relatively New Reference Rate and its Composition and Characteristics Are Not the Same as LIBOR

On June 22, 2017, the Alternative Reference Rates Committee ("ARRC") convened by the Board of Governors of the Federal Reserve System and the Federal Reserve Bank of New York ("FRBNY") identified the Secured Overnight Financing Rate ("SOFR") as the rate that, in the consensus view of the ARRC, represented best practice for use in certain new U.S. dollar derivatives and other financial contracts. SOFR is a broad measure of the cost of borrowing cash overnight collateralized by U.S. Treasury securities, and has been published by the FRBNY since April 2018. The FRBNY has also published hypothetical historical indicative Secured Overnight Financing Rates from 2014. Investors should not rely on any historical changes (whether actual or hypothetical) or trends in SOFR as an indicator of future changes in SOFR.

Further, the composition and characteristics of SOFR are not the same as those of LIBOR, and SOFR is fundamentally different from LIBOR for two key reasons. First, SOFR is a secured rate, while LIBOR is an unsecured rate. Second, SOFR is an overnight rate, while LIBOR is a forward-looking rate that represents interbank funding over different maturities (e.g., three months). As a result, there can be no assurance that SOFR, however calculated for an offering of the Notes, will perform in the same way as LIBOR would have at any time, including, without limitation, as a result of changes in interest and yield rates in the market, market volatility or global or regional economic, financial, political, regulatory, judicial or other events.

SOFR May Be More Volatile Than Other Benchmark or Market Rates

Since the initial publication of SOFR, daily changes in SOFR have, on occasion, been more volatile than daily changes in other benchmark or market rates, such as USD LIBOR. Although changes in compounded SOFR generally are not expected to be as volatile as changes in daily levels of SOFR, the market value of, and return on, any SOFR-linked Notes may fluctuate more than floating rate securities that are linked to less volatile rates. In

addition, the volatility of SOFR has reflected the underlying volatility of the overnight U.S. Treasury repo market. The FRBNY has at times conducted operations in the overnight U.S. Treasury repo market in order to help maintain the federal funds rate within a target range. There can be no assurance that the FRBNY will continue to conduct such operations in the future, and the duration and extent of any such operations is inherently uncertain. The effect of any such operations, or of the cessation of such operations to the extent they are commenced, is uncertain and could be materially adverse to investors in SOFR-linked Notes.

Any Failure of SOFR to Gain Market Acceptance Could Adversely Affect the Market Value of, and Return on, the Notes

According to the ARRC, SOFR was developed for use in certain U.S. dollar derivatives and other financial contracts as an alternative to USD LIBOR in part because it is considered a good representation of general funding conditions in the overnight U.S. Treasury repurchase agreement market. However, as a rate based on transactions secured by U.S. Treasury securities, it does not measure bank-specific credit risk and, as a result, is less likely to correlate with the unsecured short-term funding costs of banks. This may mean that market participants may not consider SOFR a suitable replacement or successor for all of the purposes for which USD LIBOR historically has been used (including, without limitation, as a representation of the unsecured short-term funding costs of banks), which may, in turn, lessen market acceptance of SOFR. Any failure of SOFR to gain market acceptance could adversely affect the market value of, and return on, SOFR-linked Notes

In addition, if SOFR does not prove to be widely used as a benchmark in comparable floating rate securities, the trading price of SOFR-linked Notes may be lower than those of securities that are linked to rates that are more widely used. Similarly, market terms for floating-rate debt securities linked to SOFR, such as the manner of determining SOFR, the spread over the base rate reflected in interest rate provisions or, if applicable, the manner of compounding the base rate, may evolve over time, and trading prices of earlier issued SOFR-linked Notes may be lower than those of later-issued SOFR-based debt securities as a result. Investors may not be able to sell their Notes at all or may not be able to sell their Notes at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk.

SOFR May Be Modified or Discontinued and the Notes May Bear Interest By Reference to a Rate Other Than SOFR, Which Could Adversely Affect the Market Value of and Return on the Notes

SOFR and the SOFR Index (as defined herein) is published by the FRBNY based on data received by it from sources other than us, and we have no control over its methods of calculation, publication schedule, rate revision practices or availability of SOFR or the SOFR Index at any time. There can be no guarantee, particularly given its relatively recent introduction, that SOFR or the SOFR Index will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in Notes linked to SOFR or the SOFR Index. If the manner in which SOFR or the SOFR Index is calculated is changed, that change may result in a reduction in the amount of interest payable on the Notes and the trading prices of the Notes. In addition, the FRBNY may withdraw, modify or amend the published SOFR or the SOFR Index data in its sole discretion and without notice. Except as indicated elsewhere herein or in the applicable Pricing Supplement, the interest rate for any Interest Period will not be adjusted for any modifications or amendments to SOFR data that the FRBNY may publish after a specified time.

If the calculation agent determines that a Benchmark Transition Event (as defined herein) and its related Benchmark Replacement Date (as defined herein) have occurred in respect of SOFR or the SOFR Index, then the interest rate on the affected Notes will no longer be determined by reference to SOFR or the SOFR Index, as applicable, but instead will be determined by reference to a different rate, plus a spread adjustment, which we refer to as a "Benchmark Replacement", as further described under the caption "Description of the Notes — Interest Rates — SOFR Notes".

If a particular Benchmark Replacement (as defined herein) or Benchmark Replacement Adjustment (as defined herein) cannot be determined, then the next-available Benchmark Replacement or Benchmark Replacement Adjustment will apply. These replacement rates and adjustments may be selected, recommended or formulated by (i) the relevant governmental body (as defined herein) (such as the ARRC), (ii) the International Swaps and Derivatives Association, Inc. ("ISDA") or (iii) in certain circumstances, the calculation agent. In addition, the terms of the Notes

expressly authorize the calculation agent to make benchmark replacement conforming changes (as defined herein) with respect to, among other things, changes to the definition of "Interest Period", the timing and frequency of determining rates and making payments of interest and other administrative matters. The determination of a Benchmark Replacement, the calculation of the interest rate on the affected Notes by reference to a Benchmark Replacement (including the application of a Benchmark Replacement Adjustment), any implementation of benchmark replacement conforming changes and any other determinations, decisions or elections that may be made under the terms of the Notes in connection with a Benchmark Transition Event, could adversely affect the market value of, and return on, the Notes.

In addition, (i) the composition and characteristics of the Benchmark Replacement will not be the same as those of SOFR (however it is calculated in respect of the affected Notes) or the SOFR Index, as applicable, the Benchmark Replacement may not be the economic equivalent of SOFR or the SOFR Index, there can be no assurance that the Benchmark Replacement will perform in the same way as SOFR or the SOFR Index would have at any time and there is no guarantee that the Benchmark Replacement will be a comparable substitute for SOFR or the SOFR Index (each of which means that a Benchmark Transition Event could adversely affect the market value of, and return on, of the Notes), (ii) any failure of the Benchmark Replacement to gain market acceptance could adversely affect the Notes, (iii) the Benchmark Replacement may have a very limited history and the future performance of the Benchmark Replacement may not be predicted based on historical performance, (iv) the secondary trading market for Notes linked to the Benchmark Replacement may be limited and (v) the administrator of the Benchmark Replacement may make changes that could change the value of the Benchmark Replacement or discontinue the Benchmark Replacement and has no obligation to consider your interests in doing so.

The interest rate on SOFR-linked Notes is based on a Compounded SOFR rate and the SOFR Index, which is Relatively New in the Marketplace.

For each Interest Period, the interest rate on floating-rate Notes linked to SOFR may be based on Compounded SOFR, which may be calculated using the SOFR Index (as defined herein) published by the FRBNY according to the specific formula described under "Description of the Notes — Interest Rates — SOFR Notes", rather than the SOFR rate published on or in respect of a particular date during such Interest Period or an arithmetic average of SOFR rates during such period. For this and other reasons, the interest rate on a Note linked to Compounded SOFR or the SOFR Index during any Interest Period will not necessarily be the same as the interest rate on other SOFR-linked investments that use an alternative basis to determine the applicable interest rate, including, potentially, other Notes based on Compounded SOFR. Further, if the interest rate is based on Compounded SOFR and the SOFR rate in respect of a particular date during an Interest Period is negative, its contribution to Compounded SOFR or the SOFR Index, as applicable, will be less than one, resulting in a reduction to Compounded SOFR used to calculate the interest payable on Notes linked to Compounded SOFR on the interest payment date for such Interest Period.

Very limited market precedent exists for securities that use SOFR as the interest rate and the method for calculating an interest rate based upon SOFR varies. In addition, the FRBNY only began publishing the SOFR Index on March 2, 2020 and, as discussed above, only began publishing SOFR in April 2018. Accordingly, the use of the SOFR Index or the specific formula for Compounded SOFR used in a Note linked to Compounded SOFR may not be widely adopted by other market participants, if at all. If the market adopts a different calculation method, that may adversely affect the market value of, and return on, Notes linked to Compounded SOFR.

Compounded SOFR with respect to a Particular Interest Period Will Only be Capable of Being Determined Near the End of the Relevant Interest Period.

If the interest rate on your Notes is based on Compounded SOFR or the SOFR Index, the level of Compounded SOFR applicable to a particular Interest Period and, therefore, the amount of interest payable with respect to such Interest Period, will be determined on the interest determination date (as defined further below) for such Interest Period. Because each such date will be near the end of such Interest Period, you will not know the amount of interest payable with respect to a particular Interest Period until shortly before the related interest payment date and it may be difficult for you to reliably estimate the amount of interest that will be payable on each such interest payment date. In addition, some investors may be unwilling or unable to trade Notes linked to Compounded SOFR or the SOFR Index without changes to their information technology systems, both of which could adversely impact the liquidity and trading price of Notes linked to Compounded SOFR or the SOFR Index.

There are Risks Relating to Notes Denominated or Payable in or Linked to a Non-U.S. Dollar Currency

If you intend to invest in a non-U.S. dollar Note – e.g., a Note whose principal and/or interest is payable in a currency other than U.S. dollars or that may be settled by delivery of or reference to a non-U.S. dollar currency or Reference Asset denominated in or otherwise linked to a non-U.S. dollar currency – you should consult your own financial and legal advisors as to the currency risks entailed by your investment. Notes of this kind may not be an appropriate investment for investors who are unsophisticated with respect to non-U.S. dollar currency transactions.

An Investment in a Non-U.S. Dollar Note Involves Currency-Related Risks

An investment in a non-U.S. dollar Note entails significant risks that are not associated with a similar investment in a Note that is payable solely in U.S. dollars and where settlement value is not otherwise based on a non-U.S. dollar currency. These risks include the possibility of significant changes in rates of exchange between the U.S. dollar and the various non-U.S. dollar currencies or composite currencies and the possibility of the imposition or modification of foreign exchange controls or other conditions by either the United States or non-U.S. governments. These risks generally depend on factors over which we have no control, such as economic and political events and the supply of and demand for the relevant currencies in the global markets.

Changes in Currency Exchange Rates Can Be Volatile and Unpredictable

Rates of exchange between the U.S. dollar and many other currencies have been highly volatile, and this volatility may continue and perhaps spread to other currencies in the future. Fluctuations in currency exchange rates could adversely affect an investment in a Note denominated in, or where value is otherwise linked to, a specified currency other than U.S. dollars. Depreciation of the specified currency against the U.S. dollar could result in a decrease in the U.S. dollar-equivalent value of payments on the Note, including the principal payable at maturity. That in turn could cause the market value of the Note to fall. Depreciation of the specified currency against the U.S. dollar could result in a loss to the investor on a U.S. dollar basis.

Government Policy Can Adversely Affect Foreign Currency Exchange Rates and an Investment in a Non-U.S. Dollar Note

Foreign currency exchange rates can either float or be fixed by sovereign governments. From time to time, governments use a variety of techniques, such as intervention by a country's central bank or imposition of regulatory controls or taxes, to affect the exchange rate of their currencies. Governments may also issue a new currency to replace an existing currency or alter the exchange rate or exchange characteristics by devaluation or revaluation of a currency. Thus, a special risk in purchasing non-U.S. dollar Notes is that their yields or payouts could be significantly and unpredictably affected by governmental actions. Even in the absence of governmental action directly affecting currency exchange rates, political or economic developments in the country issuing the specified currency for a non-U.S. dollar Note or elsewhere could lead to significant and sudden changes in the exchange rate between the U.S. dollar and the specified currency. These changes could affect the value of the Note as participants in the global currency markets move to buy or sell the specified currency or U.S. dollars in reaction to these developments.

Governments have imposed from time to time and may in the future impose exchange controls or other conditions, including taxes, with respect to the exchange or transfer of a specified currency that could affect exchange rates as well as the availability of a specified currency for a Note at its maturity or on any other payment date. In addition, the ability of a holder to move currency freely out of the country in which payment in the currency is received or to convert the currency at a freely determined market rate could be limited by governmental actions.

Historical Information About Exchange Rates May Not Be Indicative of Future Performance

If we issue a non-U.S. dollar Note, we may include in the applicable Pricing Supplement a currency supplement that provides information about historical exchange rates for the relevant non-U.S. dollar currency or currencies. Any historical information about exchange rates that we may provide will be furnished as a matter of information only, and you should not regard such information as indicative of future performance in currency exchange rates. That rate will likely differ from the exchange rate used under the terms that apply to a particular Note.

Non-U.S. Investors May Be Subject to Certain Additional Risks

If we issue a U.S. dollar Note and you are a non-U.S. investor who purchased such Notes with a currency other than U.S. dollars, changes in rates of exchange may have an adverse effect on the value, price or income of your investment.

This Offering Memorandum Supplement and any applicable Product Supplement contain a general discussion of material U.S. and Canadian tax consequences of the applicable Notes. If you are a non-U.S. investor, you should consult your tax advisor as to the consequences, under the tax laws of the country where you are resident for tax purposes, of acquiring, holding and disposing of Notes and receiving payments of principal or other amounts under the Notes.

The Notes Lack Liquidity

The Notes will not be listed on any securities exchange or automated quotation system unless otherwise specified in the applicable Supplement. Therefore, there may be little or no secondary market for the Notes. SCUSA or any other Dealer may, but is not obligated to, make a market in the Notes. Even if there is a secondary market, it may not provide enough liquidity to allow you to trade or sell the Notes easily. The price at which you may be able to trade your Notes is likely to depend on the price, if any, at which SCUSA or any other Dealer, if they choose to make a market in the Notes, is willing to purchase the Notes from you. If at any time SCUSA or any other Dealer were not to make a market in the Notes, it is likely that there would be no secondary market for the Notes. Accordingly, you should be willing to hold your Notes to maturity.

Risks Related to Bail-inable Notes

If the Applicable Pricing Supplement Specifies that the Notes are Bail-inable Notes, such Notes will be Subject to Risks of Conversion in Whole or in Part — by Means of a Transaction or Series of Transactions and in One or More Steps — into Common Shares of the Bank or Any of its Affiliates, Under Canadian Bank Resolution Powers

Under Canadian bank resolution powers, if the Canada Deposit Insurance Corporation ("CDIC") were to take action under the Canadian bank resolution powers with respect to the Bank, this could result in holders or beneficial owners of Bail-inable Notes being exposed to losses and conversion of the Notes in whole or in part — by means of a transaction or series of transactions and in one or more steps — into common shares of the Bank or any of its affiliates, and you will be obligated to accept those common shares. As a result, if the applicable Pricing Supplement specifies that the Notes are Bail-inable Notes, you should consider the risk that you may lose all or part of your investment, including the principal amount plus any accrued interest, if the CDIC were to take action under the Canadian bank resolution powers, including the bail-in regime, and that any remaining outstanding Notes, or common shares of the Bank or any of its affiliates into which Bail-inable Notes are converted, may be of little value at the time of a bail-in conversion and thereafter.

Please see the discussion in the accompanying Base Offering Memorandum under "Risk Factors — Risks Related to the Notes" and "Description of the Notes We May Offer — Canadian Bank Resolution Powers" for additional information.

The Indenture will provide only limited acceleration and enforcement rights for Bail-inable Notes and includes other provisions intended to qualify Notes as TLAC.

If the applicable Pricing Supplement specifies that the Notes are Bail-inable Notes, holders and beneficial owners of such Notes may only exercise, or direct the exercise of, the rights described under "Description of the Notes We May Offer — Events of Default — Remedies If an Event of Default Occurs" in the accompanying Base Offering Memorandum where an Order (as defined in the accompanying Base Offering Memorandum) has not been made under Canadian bank resolution powers pursuant to subsection 39.13(1) of the CDIC Act in respect of the Bank. Notwithstanding the exercise of those rights, such Notes will continue to be subject to bail-in conversion until repaid in full.

The Indenture also provides that holders or beneficial owners of Bail-inable Notes will not be entitled to exercise, or direct the exercise of, any set-off or netting rights with respect to the Notes. In addition, where an amendment, modification or other variance that can be made to the Indenture or the Notes as described under "Description of the Notes We May Offer — Modification and Waiver of the Notes" in the accompanying Base Offering Memorandum would affect the recognition of those Notes by the Superintendent of Financial Institutions (Canada) (the "Superintendent") as TLAC, that amendment, modification or variance will require the prior approval of the Superintendent.

Please see the discussions in the accompanying Base Offering Memorandum referenced above for additional information.

We may redeem Bail-inable Notes after the occurrence of a TLAC Disqualification Event

If the applicable Pricing Supplement specifies that the Notes are Bail-inable Notes, we may, at our option, on not less than 30 days' and not more than 45 days' prior notice to the holders of such Notes, redeem all but not less than all of such Notes prior to their stated maturity date on, or within 90 days after, the occurrence of a TLAC Disqualification Event (as defined in the accompanying Base Offering Memorandum), at a redemption price equal to 100% of the principal amount thereof, plus any accrued and unpaid interest to, but excluding, the date fixed for redemption. If we redeem your Bail-inable Notes, you may not be able to reinvest the redemption proceeds in securities offering a comparable anticipated rate of return. Additionally, although the terms of Bail-inable Notes are anticipated to be established to satisfy the TLAC criteria within the meaning of the TLAC Guideline to which the Bank is subject, it is possible that any Bail-inable Notes may not satisfy the criteria in future rulemakings or interpretations.

See "Description of the Notes — Provisions Specific to Bail-inable Notes — TLAC Disqualification Event Redemption" herein and "Description of the Notes We May Offer — Canadian Bank Resolution Powers — TLAC Guideline" in the accompanying Base Offering Memorandum for additional information.

Use of Proceeds

Unless otherwise specified in the applicable Pricing Supplement, the net proceeds to the Bank from the sale of the Notes will be added to the general funds of the Bank and utilized for general banking purposes. We or our affiliates may also use those proceeds in transactions intended to hedge our obligations under the Notes.

Description of the Notes

You should carefully read the description of the terms and provisions of the Notes and our Indenture under "Description of the Notes We May Offer" in the accompanying Base Offering Memorandum. That section, together with the applicable Supplements, summarizes all the material terms of our Indenture and your Note. They do not, however, describe every aspect of our Indenture and your Note. For example, in this section entitled "— Description of the Notes," we use terms that have been given special meanings in our Indenture, but we describe the meanings of only the more important of those terms. The specific terms of any series of Notes will be described in any applicable Product Supplement and the applicable Pricing Supplement. As you read this section and the applicable Supplements, please remember that the specific terms of your Note as described in the applicable Supplement will supplement and, if applicable, may modify or replace the general terms described in this section and/or any applicable Product Supplement. If there is any inconsistency between the terms of the Notes described in the accompanying Base Offering Memorandum, this Offering Memorandum Supplement, any applicable Product Supplement and the applicable Pricing Supplement, the following hierarchy will govern: first, the applicable Pricing Supplement; second, the Product Supplement (if any); third, this Offering Memorandum Supplement; and last, the accompanying Base Offering Memorandum.

General

The Notes will be limited to an aggregate offering price of Notes specified in the accompanying Base Offering Memorandum, at the Bank's option if so specified in the applicable Pricing Supplement, the equivalent of this amount in any currency or currency unit other than U.S. dollars. The Bank may issue Notes pursuant to one or more other offering memorandum supplements under the accompanying Base Offering Memorandum or issue notes under a prospectus pursuant to a registration statement filed with the SEC, and the aggregate amount of the Notes that may be offered under this Offering Memorandum Supplement may be subject to reduction as a result of the sale by the Bank of such other securities (including senior debt securities and unsecured subordinated notes of the Bank).

Notes may be issued at various times and in different series, any series of which may be comprised of one or more tranches of Notes. The Bank may issue as many distinct series of Notes as it wishes. The series of which the Notes are a part will be identified in the applicable Product Supplement (if any) and the applicable Pricing Supplement.

The Notes will constitute the Bank's unsecured and unsubordinated obligations and will constitute deposit liabilities of the Bank for purposes of the Bank Act and will rank on a parity with all of the Bank's other senior unsecured debt including deposit liabilities, other than certain governmental claims in accordance with applicable law, and prior to all of the Bank's subordinated debt. The Notes will not constitute deposits that are insured under the CDIC Act or by the United States Federal Deposit Insurance Corporation or any other Canadian or U.S. government agency or instrumentality.

The Notes will be issued under the Indenture, as described in the Base Offering Memorandum under the heading "Description of the Notes We May Offer". Whenever we refer to specific provisions or defined terms in the Indenture, those provisions or defined terms are incorporated in this Offering Memorandum Supplement by reference. Section references used in this discussion are references to the Indenture. Capitalized terms which are not otherwise defined shall have the meanings given to them in the Indenture.

Subject to regulatory capital requirements applicable to the Bank, there is no limit on the amount of indebtedness that the Bank may issue. The Bank has other unsubordinated debt outstanding and may issue additional unsubordinated debt at any time and without notifying you.

The Bank will offer Notes under the Private Placement Program on a continuous basis through one or more agents. See "Supplemental Plan of Distribution" herein.

The Indenture does not limit the aggregate principal amount of Notes that we may issue. We may, from time to time, without the consent of the holders of the Notes, provide for the issuance of Notes or other debt securities under the Indenture in addition to the aggregate securities. Each Note issued under this Offering Memorandum Supplement will have a stated maturity that will be specified in the applicable Pricing Supplement and may be subject to redemption or repayment before its stated maturity. Notes may be issued at significant discounts from their principal amount due on the stated maturity (or on any prior date on which the principal or an installment of principal of a Note becomes due and payable, whether by the declaration of acceleration, call for redemption at our option, repayment at the option of the holder or otherwise), and some Notes may not bear interest. We may from time to time, without the consent of the existing holders of the relevant Notes, create and issue further Notes having the same terms and conditions as such Notes in all respects, except for the issue date, issue price and, if applicable, the first payment of interest thereon.

Unless we specify otherwise in the other applicable Supplements, currency amounts in this Offering Memorandum Supplement are expressed in U.S. dollars, the Notes will be denominated in U.S. dollars and payments of any principal, premium or interest on the Notes will be made in U.S. dollars. If any Note is to be denominated other than exclusively in U.S. dollars, or if any principal, premium or interest on the Note is to be paid in one or more currencies (or currency units or in amounts determined by reference to one or more Reference Assets) other than that in which that Note is denominated, additional information (including authorized denominations and related exchange rate information) will be provided in the applicable Supplement. Unless we specify otherwise in the applicable Supplement, Notes denominated in U.S. dollars will be issued in minimum denominations of US $250,000 and integral multiples of US $1,000 in excess thereof.

Interest rates that we offer on the Notes may differ depending upon, among other factors, the aggregate principal amount of Notes purchased in any single transaction. Notes with different variable terms other than interest rates may also be offered concurrently to different investors. We may change interest rates or formulas and other terms of Notes from time to time, but no change of terms will affect any other Note we have previously issued or as to which we have accepted an offer to purchase.

Global Notes

Unless otherwise specified in the applicable Pricing Supplement, each Note issued under the Private Placement Program will be issued as a book-entry Note in fully registered form and will be represented by a global note (a "Global Note") that the Bank deposits with and registers in the name of a financial institution or its nominee called a depository.

- *Rule 144A Global Notes*: Rule 144A Notes sold pursuant to an offering made in the United States only will clear through The Depository Trust Company ("DTC," which term shall include any successor thereto). Such Notes will be represented by one or more Global Notes deposited on the issue date with the Global Agent (as defined herein) as custodian for, and registered in the name of a nominee of, DTC (each, a "Rule 144A Global Note"). Notes represented by Rule 144A Global Notes will trade in DTC's Same-Day Funds Settlement System and secondary market trading activity in such Notes will therefore settle in immediately available funds.

- *Regulation S Global Notes*: Regulation S Notes sold pursuant to an offering made outside the United States only may clear through one or more of Euroclear Bank S.A./N.V. ("Euroclear," which term shall include any successor thereto), Clearstream Banking, société anonyme ("Clearstream," which term shall include any successor thereto), and any other approved clearing system specified in the applicable supplement. Such Notes will be represented by one or more Global Notes deposited on the issue date with a common depositary for, and registered in the name of a nominee on behalf of, Euroclear or Clearstream, or a depositary for any other approved clearing system (each a "Euro Regulation S Global Note").

- *Unified Global Notes*: Unified Notes may clear through one or more of Euroclear, Clearstream, and any other approved clearing system specified in the applicable supplement. Such Notes will be represented by one or more Global Notes deposited on the issue date with a common depositary for, and registered in the name of a

nominee on behalf of, Euroclear or Clearstream, or a depositary for any other approved clearing system (each a "Unified Global Note").

Unless otherwise specified in the applicable Pricing Supplement, Rule 144A Notes which are sold pursuant to an offering made in the United States only will clear through The Depository Trust Company, New York, New York, and Unified Notes and Regulation S Notes sold pursuant to an offering made outside the United States only may clear through one or more of Euroclear Bank S.A./N.V. ("Euroclear," which term shall include any successor thereto), Clearstream Banking, *société anonyme* ("Clearstream", which term shall include any successor thereto), or any other approved clearing system specified in the applicable Pricing Supplement. See "Legal Ownership and Book-Entry Issuance" in the Base Offering Memorandum.

Unless otherwise specified in the applicable Pricing Supplement, (i) Citibank, N.A., London Branch will serve as the Authenticating Agent, Paying Agent and Security Registrar with respect to Regulation S Notes and Unified Notes and (ii) for all other Notes, the Trustee will authenticate the Notes and serve as Paying Agent and Security Registrar. See "Legal Ownership and Book-Entry Issuance" in the Base Offering Memorandum.

Types of Notes

We may issue the following types of Notes:

- **Fixed Rate Notes.** A Note of this type will bear interest at a fixed rate described in the applicable Pricing Supplement. This type includes zero-coupon Notes, which bear no interest and are instead issued at a price lower than the principal amount.

- **Floating Rate Notes.** A Note of this type will bear interest at rates that are determined by reference to an interest rate formula. In some cases, the rates may also be adjusted by adding or subtracting a spread or multiplying by a spread multiplier and may be subject to a minimum rate or a maximum rate. The various interest rate formulas and these other features are described below in "— Interest Rates — Floating Rate Notes." If your Note is a floating rate Note, the formula and any adjustments that apply to the interest rate will be specified in the applicable Pricing Supplement.

- **Fixed-to-Floating Rate Notes**. A Note of this type will bear interest at both a fixed rate for a certain period of time and at a floating rate for another certain period of time determined by reference to an interest rate formula, each as specified in the applicable Pricing Supplement. We refer to these Notes as "fixed-to-floating rate Notes." The rate for the floating-rate period(s) for a fixed-to-floating rate Note will be set, calculated and paid in the same manner as for floating rate Notes, as described in this Offering Memorandum Supplement and as specified in the applicable Pricing Supplement. Any references to or discussion of floating-rate Notes in this Offering Memorandum Supplement also applies to the floating-rate period(s) of fixed-to-floating rate Notes.

- **Floating-to-Fixed Rate Notes**. A Note of this type will bear interest at both a floating rate for a certain period of time and at a fixed rate for another certain period of time determined by reference to an interest rate formula, each as specified in the applicable Pricing Supplement. We refer to these Notes as "floating-to-fixed rate Notes." The rate for the floating-rate period(s) for a floating-to-fixed rate Note will be set, calculated and paid in the same manner as for floating-rate Notes, as described in this Offering Memorandum Supplement and as specified in the applicable Pricing Supplement. Any references to or discussion of floating-rate Notes in this Offering Memorandum Supplement also applies to the floating-rate period(s) of floating-to-fixed rate Notes.

- **Indexed Notes.** A Note of this type provides that the principal amount payable at its maturity, if any, and/or the amount of any interest payable on an interest payment date, if any, will be determined:

    - by reference to one or more equity securities, exchange traded funds, indices, currencies, commodities or financial or economic measures;

    - by reference to indices or baskets of the aforementioned items; or

    - pursuant to a formula.

If you are a holder of an Indexed Note, you may receive a principal amount at maturity that is greater than, less than or equal to the face amount of your Note depending upon the value of the applicable Reference Asset at maturity. That value may fluctuate over time. If you purchase an Indexed Note, the applicable Product Supplement and applicable Pricing Supplement will include information about the relevant Reference Asset and how amounts that are to become payable will be determined by reference to that Reference Asset. Before you purchase any Indexed Note, you should read carefully the discussion relating to Indexed Notes under "Risk Factors" above.

Original Issue Discount Notes

A Note may be issued with OID, as defined below in "—Tax consequences to holders of our Notes—Original Issue Discount" (any such Note, an "original issue discount Note"). A Note of this type is issued at a price lower than its principal amount and provides that, upon redemption or acceleration of its maturity, an amount less than its principal amount will be payable. An original issue discount Note may be a zero-coupon Note. A Note issued at a discount to its principal may be considered an original issue discount Note for U.S. federal income tax purposes, regardless of the amount payable upon redemption or acceleration of maturity. The applicable Pricing Supplement will specify if an offering of Notes is issued with, or is treated as being issued with, original issue discount. Please see the tax discussion herein, in any applicable Product Supplement and in the applicable Pricing Supplement for the U.S. federal income tax consequences of owning original issue discount Notes.

Information in the Pricing Supplement

The applicable Pricing Supplement will describe one or more of the following terms of your Note:

- the specific title and the series of which it is part;
- whether or not the Note is a Bail-inable Note;
- the stated maturity;
- the aggregate principal amount and minimum denomination;
- the specified currency or currencies for principal and interest, if not U.S. dollars;
- the price at which we originally issue your Note, expressed as a percentage of the principal amount, and the issue date;
- whether your Note is a fixed rate Note, a floating rate Note, a fixed-to-floating rate Note, a floating-to-fixed rate or an Indexed Note;
- if your Note is a fixed rate Note, the per annum rate at which your Note will bear interest, if any, and the interest payment dates;
- if your Note is a floating rate Note, the interest rate basis, which may be one of the interest rate bases described in "— Interest Rates — Floating Rate Notes" below; any applicable Index Currency or maturity, spread or spread multiplier or initial, maximum or minimum rate; and the interest reset, determination, calculation and payment dates, all of which we describe under "— Interest Rates — Floating Rate Notes" below;
- if your Note is an Indexed Note, the principal amount, if any, we will pay you at maturity, the amount of interest, if any, we will pay you on an interest payment date or the formula we will use to calculate these amounts, if any;
- if your Note is an original issue discount Note, the yield to maturity;
- if applicable, the circumstances under which your Note may be redeemed at our option before the stated maturity, including any redemption commencement date, redemption price(s) and redemption period(s);

- if applicable, the circumstances under which you may demand repayment of your Note before the stated maturity, including any repayment commencement date, repayment price(s) and repayment period(s);

- any special Canadian or United States federal income tax consequences of the purchase, ownership or disposition of a particular issuance of Notes;

- the use of proceeds, if materially different than those discussed in this Offering Memorandum Supplement; and

- any other terms of your Note, which could be different from those described in this Offering Memorandum Supplement.

Market-Making Transactions

If you purchase your Notes in a market-making transaction, you will receive information about the price you pay and your trade and settlement dates in a separate confirmation of sale. A market-making transaction is one in which an agent or other person resells a Note that it has previously acquired from another holder. A market-making transaction in a particular Note occurs after the original sale of the Note.

Redemption at the Option of the Bank; No Sinking Fund

If an initial redemption date is specified in the applicable Pricing Supplement, we may redeem the particular Notes prior to their stated maturity date at our option on any date on or after that initial redemption date in whole or from time to time in part in increments of US $1,000 or any other integral multiple of an authorized denomination specified in the applicable Pricing Supplement (provided that any remaining principal amount thereof shall be at least US $250,000 or other minimum authorized denomination applicable thereto), at the redemption price or prices specified in that Pricing Supplement, together with unpaid interest accrued thereon to the date of redemption. Unless otherwise specified in the applicable Pricing Supplement, we must give written notice to registered holders of the particular Notes to be redeemed at our option not more than 45 nor less than 30 calendar days prior to the date of redemption.

If the applicable Pricing Supplement specifies that the Notes are Bail-inable Notes, in the event that a redemption (for any reason) of such Notes would lead to a breach of the Bank's Total Loss Absorbing Capacity ("TLAC") requirements, such redemption would be subject to the prior approval of the Superintendent. See "Description of the Notes We May Offer — Canadian Bank Resolution Powers — TLAC Guideline" in the accompanying Base Offering Memorandum for additional information.

The Notes will not be subject to, or entitled to the benefit of, any sinking fund.

Repayment at the Option of the Holder

If one or more optional repayment dates are specified in the applicable Pricing Supplement, registered holders of the particular Notes may require us to repay those Notes prior to their stated maturity date on any optional repayment date in whole or from time to time in part in increments of US $1,000 or any other integral multiple of an authorized denomination specified in the applicable Pricing Supplement (provided that any remaining principal amount thereof shall be at least US $250,000 or other minimum authorized denomination applicable thereto), at the repayment price or prices specified in that Pricing Supplement, together with unpaid interest accrued thereon to the date of repayment. A registered holder's exercise of the repayment option will be irrevocable.

For any Note to be repaid, the Trustee or any applicable Authenticating Agent must receive, at its corporate office, not more than 45 nor less than 30 calendar days prior to the date of repayment, the particular Notes to be repaid and, in the case of a book-entry Note, repayment instructions from the applicable beneficial owner to the depositary and forwarded by the depositary. Only the depositary may exercise the repayment option in respect of Global Notes representing book-entry Notes. Accordingly, beneficial owners of Global Notes that desire to have all or any portion of the book-entry Notes represented thereby repaid must instruct the participant through which they own their interest to direct the depositary to exercise the repayment option on their behalf by forwarding the repayment instructions to the Trustee or any applicable Authenticating Agent as aforesaid. In order to ensure that these instructions are received by the Trustee or Authenticating Agent, as applicable, on a particular day, the

applicable beneficial owner must so instruct the participant through which it owns its interest before that participant's deadline for accepting instructions for that day. Different firms may have different deadlines for accepting instructions from their customers. Accordingly, beneficial owners should consult their participants for the respective deadlines. In addition, at the time repayment instructions are given, each beneficial owner shall cause the participant through which it owns its interest to transfer the beneficial owner's interest in the Global Note representing the related book-entry Notes, on the depositary's records, to the Trustee or applicable Authenticating Agent.

We will comply with the applicable requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules promulgated thereunder, and any other securities laws or regulations in connection with any repayment of Notes at the option of the registered holders thereof.

Open Market Repurchases

We may at any time purchase Notes at any price or prices in the open market or otherwise. Notes so purchased by us may, at our discretion, be held, resold or surrendered to the Trustee or any applicable Authenticating Agent for cancellation. Where our repurchase of Bail-inable Notes would result in the Bank not meeting the TLAC requirements applicable to it pursuant to the TLAC Guideline, we may only repurchase those Notes if we have obtained the prior approval of the Superintendent.

Interest

Each interest-bearing Note will bear interest from its date of issue at the rate per annum, in the case of a fixed rate Note, or pursuant to the interest rate formula, in the case of a floating rate Note, in each case as specified in the applicable Pricing Supplement, until the principal thereof is paid. We will make interest payments in respect of fixed rate Notes and floating rate Notes in an amount equal to the interest accrued from and including the immediately preceding interest payment date in respect of which interest has been paid or from and including the date of issue, if no interest has been paid, to but excluding the applicable interest payment date or the maturity date, as the case may be (each, an "Interest Period"). Notwithstanding the foregoing, for floating rate Notes linked to certain floating rates, the applicable Pricing Supplement may specify an alternative interest period or observation period over which interest will accrue.

Interest on fixed rate Notes and floating rate Notes will be payable in arrears on each interest payment date and on the maturity date. The first payment of interest on any Note originally issued between a regular record date and the related interest payment date will be made on the interest payment date immediately following the next succeeding record date to the registered holder on the next succeeding record date. Unless otherwise specified in the applicable Pricing Supplement, the "regular record date" shall be the Business Day immediately preceding the related interest payment date. "Business Day" is defined below in Schedule 1 to this Offering Memorandum Supplement. For the purpose of determining the holder at the close of business on a regular record date when business is not being conducted, the close of business on that day.

Interest Rates

This subsection describes the different kinds of interest rates that may apply to your Note, if it bears interest.

Fixed Rate Notes

The applicable Pricing Supplement will specify the interest payment dates for a fixed rate Note as well as the maturity date. Interest on fixed rate Notes will be computed on the basis of a 360-day year consisting of twelve 30-day months or such other day count fraction set forth in the applicable Pricing Supplement.

If any interest payment date, redemption date, repayment date or maturity date of a fixed rate Note falls on a day that is not a Business Day, we will make the required payment of principal, premium, if any, and/or interest on the next succeeding Business Day, and no additional interest will accrue in respect of the payment made on that next succeeding Business Day.

Floating Rate Notes

In this subsection, we use several specialized terms relating to the manner in which floating interest rates are calculated. These terms are defined in Schedule 1 to this Offering Memorandum Supplement.

Unless otherwise specified in the applicable Pricing Supplement, the following will apply to floating rate Notes:

Interest Rate Basis. We currently expect to issue floating rate Notes that bear interest at rates based on one or more of the following interest rate bases:

- Commercial paper rate;
- U.S. prime rate;
- EURIBOR;
- SOFR
- Treasury rate;
- CMT rate;
- CD rate;
- CMS rate;
- Federal funds rate; and/or
- CPI.

We describe each of the interest rate bases in further detail below in this subsection. If you purchase a floating rate Note, the applicable Pricing Supplement will specify the interest rate basis that applies to your Note.

Calculation of Interest. Calculations relating to floating rate Notes will be made by the calculation agent, an institution that we appoint as our agent for this purpose. That institution may include us or any affiliate of ours, such as Scotia Capital Inc. The applicable Pricing Supplement for a particular floating rate Note will name the institution that we have appointed to act as the calculation agent for that Note as of its issue date. We may appoint a different institution to serve as calculation agent from time to time after the issue date of the Note without your consent and without notifying you of the change.

For each floating rate Note, the calculation agent will determine, on the corresponding interest calculation date or on the interest determination date, as described below, the interest rate applicable to each Interest Period. In addition, the calculation agent will calculate the amount of interest that has accrued during each Interest Period – that is, the period from and including the issue date, or the last date to which interest has been paid or made available for payment, to but excluding the payment date. For each Interest Period, the calculation agent will calculate the amount of accrued interest by multiplying the face or other specified amount of the floating rate Note by an accrued interest factor for the Interest Period. This factor will equal the sum of the interest factors calculated for each day during the Interest Period. The interest factor for each day will be expressed as a decimal and will be calculated by dividing the interest rate, also expressed as a decimal, applicable to that day by 360 or by the actual number of days in the year, as specified in the applicable Pricing Supplement. Notwithstanding the foregoing, for floating rate Notes linked to certain floating rates, the applicable Pricing Supplement may specify an alternative interest period or observation period over which interest will accrue and alternative dates on which the applicable interest rate will be determined.

Upon the request of the holder of any floating rate Note, the calculation agent will provide for that Note the interest rate then in effect – and, if determined, the interest rate that will become effective on the next interest reset

date. The calculation agent's determination of any interest rate, and its calculation of the amount of interest for any Interest Period, will be final and binding in the absence of manifest error.

All percentages resulting from any calculation relating to a Note will be rounded upward or downward, as appropriate, to the next higher or lower one hundred-thousandth of a percentage point (e.g., 9.876541% (or .09876541) being rounded down to 9.87654% (or .0987654) and 9.876545% (or .09876545) being rounded up to 9.87655% (or .0987655)). All amounts used in or resulting from any calculation relating to a floating rate Note will be rounded upward or downward, as appropriate, to the nearest cent, in the case of U.S. dollars, or to the nearest corresponding hundredth of a unit, in the case of a currency other than U.S. dollars, with one-half cent or one-half of a corresponding hundredth of a unit or more being rounded upward.

In determining the interest rate basis that applies to a floating rate Note during a particular Interest Period, the calculation agent may obtain rate quotes from various banks or dealers active in the relevant market, as discussed below. Those reference banks and dealers may include the calculation agent itself and its affiliates, as well as any agent participating in the distribution of the relevant floating rate Notes and its affiliates, and they may include our affiliates.

Initial Interest Rate. For any floating rate Note, the interest rate in effect from the issue date to the first interest reset date will be the initial interest rate. We will specify the initial interest rate or the manner in which it is determined in the applicable Pricing Supplement.

Spread or Spread Multiplier. In some cases, the interest rate basis for a floating rate Note may be adjusted:

- by adding or subtracting a specified number of basis points, called the spread, with one basis point being 0.01%; or

- by multiplying the interest rate basis by a specified percentage, called the spread multiplier.

If you purchase a floating rate Note, the applicable Pricing Supplement will indicate whether a spread or spread multiplier will apply to your Note and, if so, the amount of the spread or spread multiplier.

Maximum and Minimum Rates. The actual interest rate, after being adjusted by the spread or spread multiplier, may also be subject to either or both of the following limits:

- a maximum rate – i.e., a specified upper limit that the actual interest rate in effect at any time may not exceed; and/or

- a minimum rate – i.e., a specified lower limit that the actual interest rate in effect at any time may not fall below.

If you purchase a floating rate Note, the applicable Pricing Supplement will indicate whether a maximum rate and/or minimum rate will apply to your Note and, if so, what those rates are.

Whether or not a maximum rate applies, the interest rate on a floating rate Note will in no event be higher than the maximum rate permitted by New York law, as it may be modified by U.S. law of general application and the Criminal Code (Canada). Under current New York law, the maximum rate of interest, with some exceptions, for any loan made to a corporate borrower in an amount less than US$250,000 is 16% and for any loan in the amount of US$250,000 or more but less than US$2,500,000 is 25% per year on a simple interest basis. These limits do not apply to loans of US$2,500,000 or more, except for the Criminal Code (Canada), which limits the rate to 60%.

The rest of this subsection describes how the interest rate and the interest payment dates will be determined, and how interest will be calculated, on a floating rate Note.

Interest Reset Dates. The rate of interest on a floating rate Note, other than a SOFR-linked Note or a floating rate Note based on another backward-looking rate, will be reset, by the calculation agent described below, daily, weekly, monthly, quarterly, semi-annually, annually or as otherwise specified in the applicable Pricing Supplement.

The date on which the interest rate resets and the reset rate becomes effective is called the interest reset date. Except as otherwise specified in the applicable Pricing Supplement, the interest reset date will be as follows:

- for floating rate Notes that reset daily, each Business Day;
- for floating rate Notes that reset weekly and are not treasury rate Notes, the Wednesday of each week;
- for treasury rate Notes that reset weekly, the Tuesday of each week;
- for floating rate Notes that reset monthly, the third Wednesday of each month;
- for floating rate Notes that reset quarterly, the third Wednesday of each of four months of each year as indicated in the applicable Pricing Supplement;
- for floating rate Notes that reset semi-annually, the third Wednesday of each of two months of each year as indicated in the applicable Pricing Supplement;
- for floating rate Notes that reset annually, the third Wednesday of one month of each year as indicated in the applicable Pricing Supplement; and
- for a floating rate Note, the interest rate in effect on any particular day will be the interest rate determined with respect to the latest interest reset date that occurs on or before that day. There are several exceptions, however, to the reset provisions described above.

For a floating rate Note other than a SOFR Index Note or a floating rate Note based on another backward looking rate, the interest rate in effect on any particular day will be the interest rate determined with respect to the latest interest reset date that occurs on or before that day. There are several exceptions, however, to the reset provisions described above. For example, for a SOFR-linked Note, the interest rate in effect on any particular day will be the interest rate determined with respect to the Interest Period in which that day occurs.

If any interest reset date for a floating rate Note would otherwise be a day that is not a Business Day, the interest reset date will be postponed to the next day that is a Business Day. For a EURIBOR Note, however, if that Business Day is in the next succeeding calendar month, the interest reset date will be the immediately preceding Business Day.

Interest Determination Dates. The interest rate that takes effect on an interest reset date (or, in the case of a SOFR-linked Note or a floating rate Note based on another backward looking rate, the interest rate determined for the applicable Interest Period) will be determined by the calculation agent by reference to a particular date called an interest determination date. Unless otherwise specified in the applicable Pricing Supplement:

- for commercial paper rate, federal funds rate and U.S. prime rate Notes, the interest determination date relating to a particular interest reset date will be the Business Day preceding the interest reset date;
- for EURIBOR Notes, the interest determination date relating to a particular interest reset date will be the second Euro Business Day preceding the interest reset date. We refer to an interest determination date for a EURIBOR Note as a EURIBOR interest determination date;
- for SOFR Notes and floating rate Notes based on other backward looking rates, the interest determination date relating to a particular Interest Period will be the date two U.S. government securities business days (or such other day as specified in the applicable Pricing Supplement) before the applicable interest payment date (or, in the case of the final Interest Period, prior to the maturity date or if we elect to redeem in part or in full any series of Notes, the redemption date for such Notes);
- for treasury rate Notes, the interest determination date relating to a particular interest reset date, which we refer to as a treasury interest determination date, will be the day of the week in which the interest reset date falls on which treasury bills – i.e., direct obligations of the U.S. government – would normally be auctioned. Treasury bills are usually sold at auction on the Monday of each week, unless that day is a legal holiday, in which case

the auction is usually held on the following Tuesday, except that the auction may be held on the preceding Friday. If as the result of a legal holiday an auction is held on the preceding Friday, that Friday will be the treasury interest determination date relating to the interest reset date occurring in the next succeeding week; and

- for CD rate, CMT rate, CPI rate and CMS rate Notes, the interest determination date relating to a particular interest reset date will be the second Business Day preceding the interest reset date.

The interest determination date pertaining to a floating rate Note the interest rate of which is determined with reference to two or more interest rate bases (none of which is SOFR or the SOFR Index) will be the latest Business Day which is at least two Business Days before the related interest reset date for the applicable floating rate Note on which each interest rate basis is determinable.

Interest Calculation Dates. As described above, except for SOFR-linked Notes, the interest rate that takes effect on a particular interest reset date will be determined by reference to the corresponding interest determination date. Except for EURIBOR Notes and SOFR Notes, however, the determination of the rate will actually be made on a day no later than the corresponding interest calculation date. Unless otherwise specified in the applicable Pricing Supplement, the interest calculation date will be the earlier of the following:

- the tenth calendar day after the interest determination date or, if that tenth calendar day is not a Business Day, the next succeeding Business Day; and

- the Business Day immediately preceding the interest payment date or the maturity, whichever is the day on which the next payment of interest will be due.

The calculation agent need not wait until the relevant interest calculation date to determine the interest rate if the rate information it needs to make the determination is available from the relevant sources sooner.

Interest Payment Dates. The interest payment dates for a floating rate Note will depend on when the interest rate is reset and, unless we specify otherwise in the applicable Pricing Supplement, will be as follows:

- for floating rate Notes that reset daily, weekly or monthly, the third Wednesday of each month;

- for floating rate Notes that reset quarterly, the third Wednesday of the four months of each year specified in the applicable Pricing Supplement;

- for floating rate Notes that reset semi-annually, the third Wednesday of the two months of each year specified in the applicable Pricing Supplement; or

- for floating rate Notes that reset annually, the third Wednesday of the month specified in the applicable Pricing Supplement.

Regardless of these rules, if a Note is originally issued after the regular record date and before the date that would otherwise be the first interest payment date, the first interest payment date will be the date that would otherwise be the second interest payment date.

In addition, unless otherwise specified in the applicable Pricing Supplement, the following special provision will apply to a floating rate Note with regard to any interest payment date other than one that falls on the maturity. If the interest payment date would otherwise fall on a day that is not a Business Day, then the interest payment date will be the next day that is a Business Day. However, if the floating rate Note is a EURIBOR Note and the next Business Day falls in the next calendar month, then the interest payment date will be advanced to the next preceding day that is a Business Day. If the maturity date of a floating rate Note falls on a day that is not a Business Day, we will make the required payment of principal, premium, if any, and interest on the next succeeding Business Day, and no additional interest will accrue in respect of the payment made on that next succeeding Business Day.

Commercial Paper Rate Notes

If you purchase a commercial paper rate Note, your Note will bear interest at an interest rate equal to the commercial paper rate and adjusted by the spread or spread multiplier, if any, indicated in the applicable Pricing Supplement.

The commercial paper rate will be the Money Market Yield of the rate, for the relevant interest determination date, for commercial paper having the Index Maturity indicated in the applicable Pricing Supplement, as published in H.15(519) by 3:00 p.m., New York City time, on the interest calculation date corresponding to the relevant interest determination date, under the heading "Commercial Paper – Nonfinancial." If the commercial paper rate cannot be determined as described above, the following procedures will apply.

- If the rate described above does not appear in H.15(519) by 3:00 P.M., New York City time, on the relevant interest calculation date, unless the calculation is made earlier and the rate is available from that source at that time, then the commercial paper rate will be the rate, for the relevant interest determination date, for commercial paper having the Index Maturity specified in the applicable Pricing Supplement, as published in H.15 daily update or any other recognized electronic source used for displaying that rate, under the heading "Commercial Paper – Nonfinancial."

- If the rate described above does not appear in H.15(519), H.15 daily update or another recognized electronic source by 3:00 P.M., New York City time, on the relevant interest calculation date, unless the calculation is made earlier and the rate is available from one of those sources at that time, the commercial paper rate will be the Money Market Yield of the arithmetic mean of the following offered rates for U.S. dollar commercial paper that has the relevant Index Maturity and is placed for a non-financial issuer whose bond rating is "AA", or the equivalent, from a nationally recognized rating agency: the rates offered as of 11:00 A.M., New York City time, on the relevant interest determination date, by three leading U.S. dollar commercial paper dealers in New York City selected by the calculation agent.

- If fewer than three dealers selected by the calculation agent are quoting as described above, the commercial paper rate for the new Interest Period will be the commercial paper rate in effect for the prior Interest Period. If the initial interest rate has been in effect for the prior Interest Period, however, it will remain in effect for the new Interest Period.

U.S. Prime Rate Notes

If you purchase a U.S. prime rate Note, your Note will bear interest at an interest rate equal to the U.S. prime rate and adjusted by the spread or spread multiplier, if any, indicated in the applicable Pricing Supplement.

The U.S. prime rate will be the rate, for the relevant interest determination date, published in H.15(519) by 3:00 p.m., New York City time, on the interest calculation date corresponding to the relevant interest determination date, opposite the heading "Bank Prime Loan." If the U.S. prime rate cannot be determined as described above, the following procedures will apply.

- If the rate described above does not appear in H.15(519) by 3:00 P.M., New York City time, on the relevant interest calculation date, unless the calculation is made earlier and the rate is available from that source at that time, then the U.S. prime rate will be the rate, for the relevant interest determination date, as published in H.15 daily update or another recognized electronic source used for the purpose of displaying that rate, under the heading "Bank Prime Loan."

- If the rate described above does not appear in H.15(519), H.15 daily update or another recognized electronic source by 3:00 P.M., New York City time, on the relevant interest calculation date, unless the calculation is made earlier and the rate is available from one of those sources at that time, then the U.S. prime rate will be the arithmetic mean of the following rates as they appear on the Reuters Screen US PRIME 1 Page: the rate of interest publicly announced by each bank appearing on that page as that bank's prime rate or base lending rate, as of 11:00 A.M., New York City time, on the relevant interest determination date.

- If fewer than four of these rates appear on the Reuters Screen US PRIME 1 Page, the U.S. prime rate will be the arithmetic mean of the prime rates or base lending rates, as of the close of business on the relevant interest determination date, of three major banks in New York City selected by the calculation agent. For this purpose, the calculation agent will use rates quoted on the basis of the actual number of days in the year divided by a 360-day year.

- If fewer than three banks selected by the calculation agent are quoting as described above, the U.S. prime rate for the new Interest Period will be the U.S. prime rate in effect for the prior Interest Period. If the initial interest rate has been in effect for the prior Interest Period, however, it will remain in effect for the new Interest Period.

EURIBOR Notes

If you purchase a Euro interbank offered rate-linked Note, your Note will bear interest at an interest rate based on estimated euro interbank term deposit rates for a specified term, designated as "EURIBOR" that is calculated and published by a designated distributor and administered by the European Money Markets Institute, or any entity that may assume responsibility for the administration of the rate. In addition, when EURIBOR is the interest rate basis the EURIBOR base rate will be adjusted by the spread or spread multiplier, if any, specified in the applicable Pricing Supplement. EURIBOR will be determined in the following manner:

- EURIBOR will be the offered rate for deposits in euros having the Index Maturity specified in the applicable Pricing Supplement, beginning on the second Euro Business Day after the relevant EURIBOR interest determination date, as that rate appears on Reuters Page EURIBOR01 as of 11:00 A.M., Brussels time, on the relevant EURIBOR interest determination date.

- If the rate described above does not appear on Reuters Page EURIBOR01, EURIBOR will be determined on the basis of the rates, at approximately 11:00 A.M., Brussels time, on the relevant EURIBOR interest determination date, at which deposits of the following kind are offered to prime banks in the euro-zone interbank market by the principal euro-zone office of each of four major banks in that market selected by the calculation agent: euro deposits having the relevant Index Maturity, beginning on the relevant interest reset date, and in a Representative Amount. The calculation agent will request the principal euro-zone office of each of these banks to provide a quotation of its rate. If at least two quotations are provided, EURIBOR for the relevant EURIBOR interest determination date will be the arithmetic mean of the quotations.

- If fewer than two quotations are provided as described above, EURIBOR for the relevant EURIBOR interest determination date will be the arithmetic mean of the rates for loans of the following kind to leading euro-zone banks quoted, at approximately 11:00 A.M., Brussels time on that EURIBOR interest determination date, by three major banks in the euro-zone selected by the calculation agent: loans of euros having the relevant Index Maturity, beginning on the relevant interest reset date, and in a Representative Amount.

- If fewer than three banks selected by the calculation agent are quoting as described above, EURIBOR for the new Interest Period will be EURIBOR in effect for the prior Interest Period. If the initial interest rate has been in effect for the prior Interest Period, however, it will remain in effect for the new Interest Period.

- If EURIBOR has been permanently discontinued or the applicable regulatory supervisor makes an announcement that EURIBOR is no longer representative or as of a certain date will no longer be representative, then the calculation agent will use as a substitute for EURIBOR and for each future EURIBOR interest determination date, the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) that is consistent with accepted market practice (the "Alternative Rate"). As part of such substitution, the calculation agent may make such adjustments to the Alternative Rate and the spread thereon, as well as the business day convention, EURIBOR interest determination dates and related provisions and definitions ("Adjustments"), in each case that are consistent with accepted market practice for the use of such Alternative Rate for debt obligations such as the Notes; provided, however, that if there is no clear market consensus as to whether any rate has replaced EURIBOR in customary market usage, the Bank may appoint an independent financial advisor (the "IFA") to determine an appropriate Alternative Rate and any Adjustments, and the decision of the IFA will be binding on the Bank, the calculation agent and the holders of the Notes.

SOFR Notes

If you purchase a SOFR-linked Note, your Note will bear interest at an interest rate equal to SOFR, which is the secured overnight financing rate that is published by the FRBNY and is intended to be a broad measure of the cost of borrowing cash overnight collateralized by U.S. Treasury securities. In addition, when SOFR is the interest rate basis the SOFR base rate will be adjusted by the spread or spread multiplier, if any, specified in the applicable Pricing Supplement. SOFR, on any applicable date, will be determined in the following manner:

- SOFR as published by the FRBNY or any successor (the "SOFR administrator") on the SOFR administrator's website (or any successor page) at 3:00 p.m. (New York time) on such date (the "SOFR determination time"); provided that

- if SOFR does not appear as described in the preceding bullet by the specified time, then: (i) if a benchmark transition event and its related benchmark replacement date have not occurred with respect to SOFR, then SOFR shall be the rate determined pursuant to the "SOFR Unavailability Provisions" described below; or (ii) if a benchmark transition event and its related benchmark replacement date have occurred with respect to SOFR, then SOFR shall be the rate determined pursuant to the "Effect of a Benchmark Transition Event" provisions described below.

Notwithstanding anything to the contrary in the applicable Supplements, if the calculation agent determines on or prior to the relevant time that a benchmark transition event and its related benchmark replacement date (each as defined below) have occurred with respect to determining SOFR, then the benchmark replacement provisions set forth will thereafter apply to all determinations of the rate of interest payable on such Notes.

For the avoidance of doubt, in accordance with the benchmark replacement provisions, after a benchmark transition event and its related benchmark replacement date have occurred, the interest payable for each Interest Period on the applicable Notes will be an annual rate equal to the sum of the benchmark replacement (as defined below) and the applicable spread, if any.

The applicable Pricing Supplement may specify that the Notes are linked to Compounded SOFR. Unless otherwise specified in the applicable Pricing Supplement, Compounded SOFR will be determined by reference to the SOFR Index in the manner described herein. The SOFR Index is published by the FRBNY and measures the cumulative impact of compounding SOFR on a unit of investment over time, with the initial value set to 1.00000000 on April 2, 2018, the first value date of SOFR. The SOFR Index value reflects the effect of compounding SOFR on each U.S. Government Securities Business Day and allows the calculation of compounded SOFR averages over custom time periods. The FRBNY notes on its publication page for the SOFR Index that use of the SOFR Index is subject to important limitations, indemnification obligations and disclaimers, including that the FRBNY may alter the methods of calculation, publication schedule, rate revision practices or availability of the SOFR Index at any time without notice.

Unless otherwise specified in the relevant Pricing Supplement, "Compounded SOFR" will be determined by the calculation agent in accordance with the following formula:

$$\left(\frac{SOFR\ Index_{End}}{SOFR\ Index_{Start}} - 1\right) x \frac{360}{d}$$

where:

"$SOFR\ Index_{Start}$" = For Interest Periods other than the initial Interest Period, the SOFR Index value on the preceding interest determination date, and, for the initial Interest Period, the SOFR Index value on the date that is two U.S. government securities business days before the first day of such initial Interest Period;

"$SOFR\ Index_{End}$" = The SOFR Index value on the interest determination date relating to the applicable interest payment date (or in the final Interest Period, relating to the maturity date or the redemption date); and

"*d*" is the number of calendar days in the relevant observation period.

For purposes of determining Compounded SOFR in this manner, "SOFR Index" means, with respect to any U.S. Government Securities Business Day:

(1) the SOFR Index value as published by the SOFR administrator as such index appears on the SOFR administrator's website at 3:00 p.m. (New York time) on such U.S. government securities business day (the "SOFR determination time"); provided that:

(2) if a SOFR Index value does not so appear as specified in (1) above at the SOFR determination time, then: (i) if a benchmark transition event and its related benchmark replacement date have not occurred with respect to the SOFR Index, then Compounded SOFR shall be the rate determined pursuant to the "SOFR Index Unavailability Provisions" below; or (ii) if a benchmark transition event and its related benchmark replacement date have occurred with respect to the SOFR Index, then Compounded SOFR shall be the rate determined pursuant to the "Effect of a Benchmark Transition Event" provisions described below.

Notwithstanding anything to the contrary in the applicable Supplements, if the calculation agent determines on or prior to the relevant time that a benchmark transition event and its related benchmark replacement date (each as defined below) have occurred with respect to determining the SOFR Index value, then the benchmark replacement provisions set forth below will thereafter apply to all determinations of the rate of interest payable on such Notes.

For these calculations, the daily SOFR in effect on any U.S. government securities business day will be the applicable SOFR or SOFR Index value as reset on that date.

SOFR Unavailability Provisions

If SOFR is not published on an applicable date and a benchmark transition event and its related benchmark replacement date have not occurred with respect to SOFR, SOFR means, for the applicable date for which SOFR is not available, SOFR as published on the first preceding U.S. government securities business day for which SOFR was published on the SOFR administrator's website.

SOFR Index Unavailability Provisions.

If a SOFR $\text{Index}_{\text{Start}}$ or SOFR $\text{Index}_{\text{End}}$ is not published on the associated interest determination date and a benchmark transition event and its related benchmark replacement date have not occurred with respect to SOFR, "Compounded SOFR" will mean, for the applicable Interest Period for which the SOFR Index is not available, the rate of return on a daily compounded interest investment calculated in accordance with the formula for SOFR averages, and definitions required for such formula, published on the SOFR administrator's website at newyorkfed.org/markets/treasury-repo-reference-rates-information (or any successor page). For the purposes of this provision, references in the SOFR averages compounding formula and related definitions to "calculation period" shall be replaced with "observation period" and the words "that is, 30-, 90-, or 180- calendar days" shall be removed. If the daily SOFR ("SOFRi") does not so appear for any day "i" in the Observation Period, SOFRi for such day "i" shall be determined as described above under "SOFR Unavailability Provisions".

Effect of a Benchmark Transition Event

(a) *Benchmark Replacement*. If the calculation agent determines that a benchmark transition event and its related benchmark replacement date have occurred prior to the Reference Time (as defined herein) in respect of any determination of the benchmark (which would be SOFR or any successor rate) on any date, the benchmark replacement will replace the then-current benchmark for all purposes relating to the applicable Notes in respect of such determination on such date and all determinations on all subsequent dates relating to such Notes.

(b) *Benchmark Replacement Conforming Changes*. In connection with the implementation of a benchmark replacement, the calculation agent will have the right to make benchmark replacement conforming changes from time to time.

(c) *Decisions and Determinations*. Any determination, decision or election that may be made by the calculation agent or us pursuant to the benchmark replacement provisions described herein, including any

determination with respect to tenor, rate or adjustment or of the occurrence or non- occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection:

- will be conclusive and binding absent manifest error, may be made in the calculation agent's sole discretion, and, notwithstanding anything to the contrary;
- if made by us, will be made in our sole discretion;
- if made by the calculation agent, will be made after consultation with us, and the calculation agent will not make any such determination, decision or election to which we object; and
- shall become effective without consent from any other party.

Any determination, decision or election pursuant to the benchmark replacement provisions not made by the calculation agent will be made by us on the basis as described above. The calculation agent shall have no liability for not making any such determination, decision or election. In addition, we may designate an entity (which may be our affiliate) to make any determination, decision or election that we have the right to make in connection with the benchmark replacement provisions set forth herein.

Certain Defined Terms. As used herein:

"*Benchmark*" means, initially, SOFR (howsoever calculated), as such term is defined above; provided that if a benchmark transition event and its related benchmark replacement date have occurred with respect to SOFR (or, if applicable, any published SOFR Index used in the calculation thereof) or the then-current benchmark, then "benchmark" means the applicable benchmark replacement.

"*Benchmark replacement*" means the first alternative set forth in the order below that can be determined by the calculation agent as of the benchmark replacement date:

(1) the sum of: (a) an alternate rate of interest that has been selected or recommended by the relevant governmental body as the replacement for the then-current benchmark for the applicable corresponding tenor and (b) the benchmark replacement adjustment;

(2) the sum of: (a) the ISDA fallback rate and (b) the benchmark replacement adjustment; and

(3) provided that if (i) the benchmark replacement cannot be determined in accordance with clause (1) or (2) above as of the benchmark replacement date or (ii) the calculation agent shall have determined that the ISDA fallback rate determined in accordance with clause (2) above is not an industry- accepted rate of interest as a replacement for the then-current benchmark for U.S. dollar-denominated floating rate Notes at such time, then the benchmark replacement shall be the sum of: (a) the alternate rate of interest that has been selected by the calculation agent as the replacement for the then-current benchmark for the applicable corresponding tenor giving due consideration to any industry-accepted rate of interest as a replacement for the then-current benchmark for U.S. dollar denominated floating rate Notes at such time and (b) the benchmark replacement adjustment.

"*Benchmark replacement adjustment*" means the first alternative set forth in the order below that can be determined by the calculation agent as of the benchmark replacement date:

(4) the spread adjustment (which may be a positive or negative value or zero), or method for calculating or determining such spread adjustment that has been selected or recommended by the relevant governmental body for the applicable unadjusted benchmark replacement;

(5) if the applicable unadjusted benchmark replacement is equivalent to the ISDA fallback rate, then the ISDA fallback adjustment; and

(6) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the calculation agent giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then- current benchmark with the applicable unadjusted benchmark replacement for U.S. dollar denominated floating rate Notes at such time.

"*Benchmark replacement conforming changes*" means, with respect to any benchmark replacement, any technical, administrative or operational changes (including changes to the definitions or interpretations of Interest Period, the timing and frequency of determining rates and making payments of interest, the rounding of amounts or tenors, and other administrative matters) that the calculation agent decides may be appropriate to reflect the adoption

of such benchmark replacement in a manner substantially consistent with market practice (or, if the calculation agent decides that adoption of any portion of such market practice is not administratively feasible or if the calculation agent determines that no market practice for use of the benchmark replacement exists, in such other manner as the calculation agent determines is reasonably practicable).

"*Benchmark replacement date*" means the earliest to occur of the following events with respect to the then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "benchmark transition event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the benchmark permanently or indefinitely ceases to provide the Benchmark; or

(2) in the case of clause (3) of the definition of "benchmark transition event," the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the benchmark replacement date occurs on the same day as, but earlier than, the reference time in respect of any determination, then the benchmark replacement date will be deemed to have occurred prior to the reference time for such determination.

For the avoidance of doubt, for purposes of the definitions of benchmark replacement date and benchmark transition event, references to benchmark also include any reference rate underlying such benchmark.

"*Benchmark transition event*" means the occurrence of one or more of the following events with respect to the then-current benchmark (including any daily published component used in the calculation thereof):

(1) a public statement or publication of information by or on behalf of the administrator of the benchmark announcing that such administrator has ceased or will cease to provide the benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the benchmark;

(2) a public statement or publication of information by the regulatory supervisor for the administrator of the benchmark, the central bank for the currency of the benchmark, an insolvency official with jurisdiction over the administrator for the benchmark, a resolution authority with jurisdiction over the administrator for the benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the benchmark, which states that the administrator of the benchmark has ceased or will cease to provide the benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the benchmark; or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of the benchmark announcing that the benchmark is not, or as of a certain date will not be, representative.

"*Interest payment determination date*" means the date two U.S. government securities business days before the applicable payment date or, in the case of the final Interest Period, the applicable maturity date, in either case, unless otherwise specified in the applicable Supplements.

"*Observation period*" means, in respect of each Interest Period, the period from, and including, the date two U.S. government securities business days preceding the first date in such Interest Period to, but excluding, the date two U.S. government securities business days preceding the applicable payment date for such Interest Period (or in the final Interest Period, preceding the applicable maturity date), unless otherwise specified in the applicable Supplements.

"*U.S. government securities business day*" means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

"*Corresponding tenor*" with respect to a benchmark replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current benchmark.

"*ISDA definitions*" means the 2006 ISDA Definitions published by ISDA or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

"*ISDA fallback adjustment*" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA definitions to be determined upon the occurrence of an index cessation event with respect to the benchmark for the applicable tenor.

"*ISDA fallback rate*" means the rate that would apply for derivatives transactions referencing the ISDA definitions to be effective upon the occurrence of an index cessation date with respect to the benchmark for the applicable tenor excluding the applicable ISDA fallback adjustment.

"*Reference time*" with respect to any determination of the benchmark means (1) if the benchmark is SOFR, the SOFR Determination Time, as such time is defined above, and (2) if the benchmark is not SOFR, the time determined by the calculation agent in accordance with the benchmark replacement conforming changes.

"*Relevant governmental body*" means the Federal Reserve Board and/or the FRBNY, or a committee officially endorsed or convened by the Federal Reserve Board and/or the FRBNY or any successor thereto.

"*SOFR administrator*" means the FRBNY (or a successor administrator of SOFR)

"*SOFR administrator's website*" means the website of the FRBNY, currently at http://www.newyorkfed.org, or any successor source.

"*Unadjusted benchmark replacement*" means the benchmark replacement excluding the benchmark replacement adjustment.

Treasury Rate Notes

If you purchase a treasury rate Note, your Note will bear interest at an interest rate equal to the treasury rate and adjusted by the spread or spread multiplier, if any, indicated in the applicable Pricing Supplement.

The treasury rate will be the rate for the auction, on the relevant treasury interest determination date, of treasury bills having the Index Maturity specified in the applicable Pricing Supplement, as that rate appears on Reuters Page USAUCTION 10/11 by 3:00 p.m., New York City time, on the interest calculation date corresponding to the relevant interest determination date. If the treasury rate cannot be determined in this manner, the following procedures will apply.

- If the rate described above does not appear on either page by 3:00 P.M., New York City time, on the relevant interest calculation date, unless the calculation is made earlier and the rate is available from that source at that time, the treasury rate will be the bond equivalent yield of the rate, for the relevant interest determination date, for the type of treasury bill described above, as published in H.15 daily update, or another recognized electronic source used for displaying that rate, under the heading "U.S. Government Securities/Treasury Bills (secondary market)."

- If the rate described in the prior paragraph does not appear in H.15 daily update or another recognized electronic source by 3:00 P.M., New York City time, on the relevant interest calculation date, unless the calculation is made earlier and the rate is available from one of those sources at that time, the treasury rate will be the bond equivalent yield of the auction rate, for the relevant treasury interest determination date and for treasury bills of the kind described above, as announced by the U.S. Department of the Treasury.

- If the auction rate described in the prior paragraph is not so announced by 3:00 P.M., New York City time, on the relevant interest calculation date, or if no such auction is held for the relevant week, then the treasury rate will be the bond equivalent yield of the rate, for the relevant treasury interest determination date and for treasury bills having a remaining maturity closest to the specified Index Maturity, as published in H.15(519) under the heading "U.S. Government Securities/Treasury Bills (secondary market)."

- If the rate described in the prior paragraph does not appear in H.15(519) by 3:00 P.M., New York City time, on the relevant interest calculation date, unless the calculation is made earlier and the rate is available from one of those sources at that time, then the treasury rate will be the rate, for the relevant treasury interest determination date and for treasury bills having a remaining maturity closest to the specified Index Maturity, as published in H.15 daily update, or another recognized electronic source used for displaying that rate, under the heading "U.S. Government Securities/Treasury Bills (secondary market)."

- If the rate described in the prior paragraph does not appear in H.15 daily update or another recognized electronic source by 3:00 P.M., New York City time, on the relevant interest calculation date, unless the calculation is made earlier and the rate is available from one of those sources at that time, the treasury rate will be the bond equivalent yield of the arithmetic mean of the following secondary market bid rates for the issue of treasury bills with a remaining maturity closest to the specified Index Maturity: the rates bid as of approximately 3:30 P.M., New York City time, on the relevant treasury interest determination date, by three primary U.S. government securities dealers in New York City selected by the calculation agent.

- If fewer than three dealers selected by the calculation agent are quoting as described in the prior paragraph, the treasury rate in effect for the new Interest Period will be the treasury rate in effect for the prior Interest Period. If the initial interest rate has been in effect for the prior Interest Period, however, it will remain in effect for the new Interest Period.

CD Rate Notes

If you purchase a CD rate Note, your Note will bear interest at an interest rate equal to the CD rate and adjusted by the spread or spread multiplier, if any, indicated in the applicable Pricing Supplement.

The CD rate will be the rate, on the relevant interest determination date, for negotiable U.S. dollar certificates of deposit having the Index Maturity specified in the applicable Pricing Supplement, as published in H.15(519) by 3:00 p.m., New York City time, on the interest calculation date corresponding to the relevant interest determination date, under the heading "CDs (Secondary Market)." If the CD rate cannot be determined in this manner, the following procedures will apply.

- If the rate described above does not appear in H.15(519) by 3:00 P.M., New York City time, on the relevant interest calculation date, unless the calculation is made earlier and the rate is available from that source at that time, then the CD rate will be the rate, for the relevant interest determination date, described above as published in H.15 daily update, or another recognized electronic source used for displaying that rate, under the heading "CDs (Secondary Market)."

- If the rate described above does not appear in H.15(519), H.15 daily update or another recognized electronic source by 3:00 P.M., New York City time, on the relevant interest calculation date, unless the calculation is made earlier and the rate is available from one of those sources at that time, the CD rate will be the arithmetic mean of the following secondary market offered rates for negotiable U.S. dollar certificates of deposit of major U.S. money market banks with a remaining maturity closest to the specified Index Maturity, and in a Representative Amount: the rates offered as of 10:00 A.M., New York City time, on the relevant interest determination date, by three leading non-bank dealers in negotiable U.S. dollar certificates of deposit in New York City, as selected by the calculation agent.

- If fewer than three dealers selected by the calculation agent are quoting as described above, the CD rate in effect for the new Interest Period will be the CD rate in effect for the prior Interest Period. If the initial interest rate has been in effect for the prior Interest Period, however, it will remain in effect for the new Interest Period.

CMT Rate Notes

If you purchase a CMT rate Note, your Note will bear interest at an interest rate equal to the CMT rate and adjusted by the spread or spread multiplier, if any, indicated in the applicable Pricing Supplement.

The CMT rate will be the following rate displayed on the Designated CMT Reuters Page by 3:00 p.m., New York City time, on the interest calculation date corresponding to the relevant interest determination date, under the heading " . . . Treasury Constant Maturities", under the column for the Designated CMT Index Maturity:

- if the Designated CMT Reuters Page is FRBCMT, the rate for the relevant interest determination date; or

- if the Designated CMT Reuters Page is FEDCMT, the weekly or monthly average, as specified in the applicable Pricing Supplement, for the week that ends immediately before the week in which the relevant interest determination date falls, or for the month that ends immediately before the month in which the relevant interest determination date falls, as applicable.

If the CMT rate cannot be determined in this manner, the following procedures will apply.

- If the applicable rate described above is not displayed on the relevant Designated CMT Reuters Page at 3:00 P.M., New York City time, on the relevant interest calculation date, unless the calculation is made earlier and the rate is available from that source at that time, then the CMT rate will be the applicable treasury constant maturity rate described above – i.e., for the Designated CMT Index Maturity and for either the relevant interest determination date or the weekly or monthly average, as applicable – as published in H.15(519).

- If the applicable rate described above does not appear in H.15(519) by 3:00 P.M., New York City time, on the relevant interest calculation date, unless the calculation is made earlier and the rate is available from one of those sources at that time, then the CMT rate will be the treasury constant maturity rate, or other U.S. treasury rate, for the Designated CMT Index Maturity and with reference to the relevant interest determination date, that:

    - is published by the Board of Governors of the Federal Reserve System, or the U.S. Department of the Treasury; or

    - as is otherwise announced by the FRBNY for the week or month, as applicable, ended immediately preceding the week or month, as applicable, in which such CMT rate interest determination date falls; and

    - in either case, is determined by the calculation agent to be comparable to the applicable rate formerly displayed on the Designated CMT Reuters Page and published in H.15(519).

- If the rate described in the prior paragraph does not appear by 3:00 P.M., New York City time, on the relevant interest calculation date, unless the calculation is made earlier and the rate is available from one of those sources at that time, then the CMT rate will be the yield to maturity of the arithmetic mean of the following secondary market bid rates for the most recently issued treasury notes having an original maturity equal to the Designated CMT Index Maturity and a remaining term to maturity of not less than the Designated CMT Index Maturity minus one year, and in a Representative Amount: the bid rates, as of approximately 3:30 P.M., New York City time, on the relevant interest determination date, of three primary U.S. government securities dealers in New York City selected by the calculation agent. In selecting these bid rates, the calculation agent will request quotations from five of these primary dealers and will disregard the highest quotation – or, if there is equality, one of the highest – and the lowest quotation – or, if there is equality, one of the lowest. Treasury notes are direct, non-callable, fixed rate obligations of the U.S. government.

- If the calculation agent is unable to obtain three quotations of the kind described in the prior paragraph, the CMT rate will be the yield to maturity of the arithmetic mean of the following secondary market bid rates for treasury notes with an original maturity longer than the Designated CMT Index Maturity, with a remaining term to maturity closest to the Designated CMT Index Maturity and in a Representative Amount: the bid rates, as of approximately 3:30 P.M., New York City time, on the relevant interest determination date, of three primary U.S. government securities dealers in New York City selected by the calculation agent. In selecting these bid rates, the calculation agent will request quotations from five of these primary dealers and will disregard the highest quotation (or, if there is equality, one of the highest) and the lowest quotation (or, if there is equality, one of the lowest). If two treasury notes with an original maturity longer than the Designated CMT Index Maturity have remaining terms to maturity that are equally close to the Designated CMT Index Maturity, the calculation agent will obtain quotations for the treasury note with the shorter remaining term to maturity.

- If fewer than five but more than two of these primary dealers are quoting as described in the prior paragraph, then the CMT rate for the relevant interest determination date will be based on the arithmetic mean of the bid rates so obtained, and neither the highest nor the lowest of those quotations will be disregarded.

- If two or fewer primary dealers selected by the calculation agent are quoting as described above, the CMT rate in effect for the new Interest Period will be the CMT rate in effect for the prior Interest Period. If the initial interest rate has been in effect for the prior Interest Period, however, it will remain in effect for the new Interest Period.

CMS Rate Notes

If you purchase a CMS rate Note, your Note will bear interest at an interest rate equal to the CMS rate and adjusted by the spread or spread multiplier, if any, indicated in the applicable Pricing Supplement.

The CMS rate will be the rate for U.S. dollar swaps with a maturity for a specified number of years, expressed as a percentage in the applicable Pricing Supplement, which appears on the Reuters Page ICESWAP1 as of 11:00 A.M., New York City time, on the interest rate determination date.

If the CMS rate cannot be determined as described above, the following procedures will be used:

- If the applicable rate described above is not displayed on the relevant designated CMS Reuters Page by 11:00 A.M., New York City time, on the interest rate determination date, then the CMS rate will be a percentage determined on the basis of the mid-market, semi-annual swap rate quotations provided by five leading swap dealers in the New York City interbank market at approximately 11:00 A.M., New York City time, on the interest rate determination date. For this purpose, the semi-annual swap rate means the mean of the bid and offered rates for the semi-annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating U.S. dollar interest rate swap transaction with a term equal to the maturity designated in the applicable Pricing Supplement commencing on that interest rate determination date with an acknowledged dealer of good credit in the swap market, where the floating leg, calculated on an Actual/360 day count basis, as such rate is determined according to the provisions specified in the applicable Supplements with a maturity of three months. The calculation agent will select the five swap dealers after consultation with us and will request the principal New York City office of each of those dealers to provide a quotation of its rate. If at least three quotations are provided, the CMS rate for that interest rate determination date will be the arithmetic mean of the quotations, eliminating the highest and lowest quotations or, in the event of equality, one of the highest and one of the lowest quotations.

- If fewer than three leading swap dealers selected by the calculation agent are quoting as described above, the CMS rate will remain the CMS rate in effect on that interest rate determination date or, if that interest rate determination date is the first reference rate determination date, the initial interest rate.

- If the CMS rate has been permanently discontinued or the applicable regulatory supervisor makes an announcement that the CMS rate is no longer representative or as of a certain date will no longer be representative, then the calculation agent will use as a substitute for the CMS rate and for each future the CMS rate interest determination date, the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) that is consistent with accepted market practice (the "Alternative Rate"). As part of such substitution, the calculation agent may make such adjustments to the Alternative Rate and the spread thereon, as well as the business day convention, the CMS rate interest determination dates and related provisions and definitions ("Adjustments"), in each case that are consistent with accepted market practice for the use of such Alternative Rate for debt obligations such as the Notes; provided, however, that if there is no clear market consensus as to whether any rate has replaced the CMS rate in customary market usage, the Bank may appoint an IFA to determine an appropriate Alternative Rate and any Adjustments, and the decision of the IFA will be binding on the Bank, the calculation agent and the holders of the Notes.

Federal Funds Rate Notes

If you purchase a federal funds rate Note, your Note will bear interest at an interest rate equal to the federal funds rate and adjusted by the spread or spread multiplier, if any, indicated in the applicable Pricing Supplement.

The federal funds rate will be the rate for U.S. dollar federal funds as of the relevant interest determination date, as published in H.15(519) by 3:00 p.m., New York City time, on the interest calculation date corresponding to the relevant interest determination date, under the heading "Federal Funds (Effective)", as that rate is displayed on Reuters Page FEDFUNDS1. If the federal funds rate cannot be determined in this manner, the following procedures will apply:

- If the rate described above is not displayed on Reuters Page FEDFUNDS1 by 3:00 P.M., New York City time, on the relevant interest calculation date, unless the calculation is made earlier and the rate is available from that source at that time, then the federal funds rate, as of the relevant interest determination date, will be the rate described above as published in H.15 daily update, or another recognized electronic source used for displaying that rate, under the heading "Federal Funds (Effective)."

- If the rate described above is not displayed on Reuters Page FEDFUNDS1 and does not appear in H.15(519), H.15 daily update or another recognized electronic source by 3:00 P.M., New York City time, on the relevant interest calculation date, unless the calculation is made earlier and the rate is available from one of those sources at that time, the federal funds rate will be the arithmetic mean of the rates for the last transaction in overnight, U.S. dollar federal funds arranged, before 9:00 A.M., New York City time, on the relevant interest determination date, by three leading brokers of U.S. dollar federal funds transactions in New York City selected by the calculation agent.

- If fewer than three brokers selected by the calculation agent are quoting as described above, the federal funds rate in effect for the new Interest Period will be the federal funds rate in effect for the prior Interest Period. If the initial interest rate has been in effect for the prior Interest Period, however, it will remain in effect for the new Interest Period.

Consumer Price Index

CPI is the non-revised index adjusted U.S. City Average All Items Consumer Price Index for All Urban Consumers, published monthly by the U.S. Bureau of Labor Statistics and published on Bloomberg CPURNSA or any successor service. The CPI for a particular month is published during the following month.

The CPI is a measure of the average change in consumer prices over time for a fixed market basket of goods and services, including food, clothing, shelter, fuels, transportation, charges for doctors' and dentists' services and drugs. In calculating the CPI, the prices of the various items included in the fixed market basket are averaged together with weights that represent their importance in the spending of urban households in the United States. The BLS periodically updates the contents of the market basket of goods and services and the weights assigned to the various items to take into account changes in consumer expenditure patterns. The CPI is expressed in relative terms in relation to a time base reference period for which the level was set to 100.0.

Calculation Agent

Unless otherwise specified in any applicable Product Supplement or applicable Pricing Supplement, Scotia Capital Inc., an affiliate of the Bank, will serve as the calculation agent for the Notes. The calculation agent will make all determinations regarding any floating interest rate and the amount payable on your Notes. All determinations made by the calculation agent shall be made in its sole discretion and, absent manifest error, will be final and binding on you and us, without any liability on the part of the calculation agent. We may change the calculation agent for your Notes at any time without notice and the calculation agent may resign as calculation agent at any time upon 60 days' written notice to the Bank.

Other Provisions; Addenda

Any provisions relating to the Notes, including the determination of the interest rate basis, calculation of the interest rate applicable to a floating rate Note, its interest payment dates, any redemption or repayment provisions, or any other term relating thereto, may be modified and/or supplemented by the terms as specified under "Other Provisions" on the face of the applicable Notes or in an addendum relating to the applicable Notes, if so specified on the face of the applicable Notes, and, in each case, in the applicable Pricing Supplement.

Interest Act (Canada)

For the purpose only of disclosure pursuant to the Interest Act (Canada) and not for any other purpose, each interest rate, which is calculated on any basis other than the actual number of days in a calendar year (the "deemed Interest Period"), is equivalent to a per annum rate calculated by *dividing* such interest rate by the number of days in the deemed Interest Period, then *multiplying* such result by the actual number of days in the calendar year (365 or 366).

Default Amount on Acceleration

If the Notes have become immediately due and payable following an event of default (as defined in the accompanying Base Offering Memorandum) with respect to the Notes, the calculation agent will:

- with respect to fixed rate Notes, floating rate Notes, fixed-to-floating rate Notes or floating-to-fixed rate Notes, unless otherwise specified in any applicable Product Supplement or the applicable Pricing Supplement, determine (i) your principal amount and (ii) any accrued but unpaid interest payable based upon the then-applicable interest rate calculated on the basis of a 360-day year consisting of twelve 30-day months. If the Notes have become immediately due and payable following an event of default, you will not be entitled to any additional payments with respect to the Notes; or

- with respect to Indexed Notes, determine the default amount as described in the applicable Product Supplement and/or applicable Pricing Supplement.

Provisions Specific to Bail-inable Notes

If the applicable Pricing Supplement specifies certain Notes as Bail-inable Notes, such Notes will be subject to conversion in whole or in part – by means of a transaction or series of transactions and in one or more steps – into common shares of the Bank or any of its affiliates under subsection 39.2(2.3) of the CDIC Act and to variation or extinguishment in consequence, and subject to the application of the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to such Notes. See "Description of the Notes We May Offer — Special Provisions Related to Bail-inable Notes" and "Risk Factors — Risks Related to the Notes" in the accompanying Base Offering Memorandum.

TLAC Disqualification Event Redemption

If the applicable Pricing Supplement specifies that the Notes are Bail-inable Notes, the Bank may, at its option, on not less than 30 days' and not more than 45 days' prior notice to the holders of such Notes, redeem all but not less than all of such Notes prior to their stated maturity date on or within 90 days after the occurrence of a TLAC Disqualification Event (as defined in the accompanying Base Offering Memorandum), at a redemption price equal to 100% of the principal amount thereof, plus any accrued and unpaid interest to, but excluding, the date fixed for redemption. See "Description of the Notes We May Offer — Special Provisions Related to Bail-inable Notes — TLAC Disqualification Event Redemption" in the accompanying Base Offering Memorandum for additional information.

Agreement with Respect to the Exercise of Canadian Bail-in Powers

If the applicable Pricing Supplement specifies that the Notes are Bail-inable Notes, by its acquisition of an interest in any Bail-inable Note, each holder or beneficial owner of that Note is deemed to (i) agree to be bound, in respect of such Notes, by the CDIC Act, including the conversion of such Notes, in whole or in part – by means of a

transaction or series of transactions and in one or more steps – into common shares of the Bank or any of its affiliates under subsection 39.2(2.3) of the CDIC Act and the variation or extinguishment of such Notes in consequence, and by the application of the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to such Notes; (ii) attorn and submit to the non-exclusive jurisdiction of the courts in the Province of Ontario with respect to the CDIC Act and those laws; and (iii) acknowledge and agree that the terms referred to in paragraphs (i) and (ii), above, are binding on that holder or beneficial owner despite any provisions in the Indenture or such Notes, any other law that governs such Notes and any other agreement, arrangement or understanding between that holder or beneficial owner and the Bank with respect to such Notes.

Holders and beneficial owners of Bail-inable Notes will have no further rights in respect of Notes that are converted upon a bail-in conversion other than those provided under the bail-in regime, and by its acquisition of an interest in any Bail-inable Note, each holder or beneficial owner of that Note is deemed to irrevocably consent to the principal amount of that Note and any accrued and unpaid interest thereon being deemed paid in full by the Bank by the issuance of common shares of the Bank (or, if applicable, any of its affiliates) upon the occurrence of a bail-in conversion, which bail-in conversion will occur without any further action on the part of that holder or beneficial owner or the trustee; provided that, for the avoidance of doubt, this consent will not limit or otherwise affect any rights that holders or beneficial owners may have under the bail-in regime.

See "Description of the Notes We May Offer — Special Provisions Related to Bail-inable Notes" and "Risk Factors — Risks Related to the Notes" in the accompanying Base Offering Memorandum for a further description of provisions applicable to the Notes as a result of Canadian bail-in powers.

Subsequent Holders' Agreement

Each holder or beneficial owner of a Bail-inable Note that acquires an interest in such Note in the secondary market and any successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of any holder or beneficial owner is deemed to acknowledge, accept, agree to be bound by and consent to the same provisions specified in this Offering Memorandum Supplement to the same extent as the holders or beneficial owners that acquired an interest in such Notes upon their initial issuance, including, without limitation, with respect to the acknowledgement and agreement to be bound by and consent to the terms of such Notes related to the bail-in regime.

Certain Income Tax Consequences

Certain Canadian Income Tax Considerations

An investor should read carefully the description of principal Canadian federal income tax considerations under "Canadian Taxation" in the accompanying Base Offering Memorandum relevant to a Holder (as defined) owning debt securities. The description of the Canadian federal income tax considerations under "Canadian Taxation" in the Base Offering Memorandum as it relates to such Notes will be superseded by any applicable Product Supplement and, to the extent indicated therein, in the applicable Pricing Supplement.

Certain United States Income Tax Considerations

If a Product Supplement is applicable to your Notes, please see the discussion therein under "Material U.S. Federal Income Tax Consequences" for a general discussion of the tax consequences of owning such Notes.

The tax consequences of any particular Note depend on its terms. Except to the extent the applicable Pricing Supplement indicates otherwise, you should not rely on the general discussion of tax consequences herein or in any applicable Product Supplement in deciding whether to invest in any Note. In all cases, you should consult your own tax advisor concerning the consequences of investing in and holding any particular Note.

This section describes the material U.S. federal income tax consequences to a U.S. holder (as defined below) of owning the Notes we are offering. It applies to you only if you acquire your Notes at their original

issuance, and you hold your Notes as capital assets for U.S. federal income tax purposes. This section does not apply to you if you are a member of a class of holders subject to special rules, such as:

- a dealer in securities or currencies,
- a trader in securities that elects to use a mark–to–market method of accounting for your securities holdings,
- a bank,
- a life insurance company,
- a tax–exempt organization,
- a person that actually or constructively owns 10% or more of our stock (by vote or value),
- a person subject to special tax accounting rules as a result of any item of gross income with respect to the Notes being taken into account in an "applicable financial statement" (as defined in Section 451 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"))
- a person that holds Notes as part of a straddle or a hedging or conversion transaction, or
- a person whose functional currency for tax purposes is not the U.S. dollar.

This section is based on the Code, its legislative history, existing and proposed Treasury regulations promulgated under the Code, published rulings and court decisions, as well as the income tax treaty between the United States and Canada (the "Treaty"), all as currently in effect. These laws are subject to change, possibly on a retroactive basis.

If a partnership holds the Notes, the U.S. federal income tax treatment of a partner will generally depend on the status of the partner and the tax treatment of the partnership. A partner in a partnership holding the Notes should consult its tax advisor with regard to the U.S. federal income tax treatment of an investment in the Notes. This summary does not address tax consequences applicable to holders of equity interests in a holder of the Notes, U.S. federal estate, gift or alternative minimum tax considerations, or non-U.S., state or local tax considerations.

Please consult your own tax advisor concerning the consequences of owning these Notes in your particular circumstances under the Code and the laws of any other taxing jurisdiction.

You are a U.S. holder if you are a beneficial owner of a Note and you are:

- a citizen or individual resident of the United States,
- a domestic corporation,
- an estate whose income is subject to U.S. federal income tax regardless of its source, or
- a trust if (1) a U.S. court can exercise primary supervision over the trust's administration and one or more U.S. persons are authorized to control all substantial decisions of the trust or (2) the trust has a valid election in effect under applicable Treasury regulations to be treated as a U.S. person.

Tax consequences to holders of our Notes

This subsection deals only with Notes that are due to mature 30 years or less from the date on which they are issued and whose terms are described in this Offering Memorandum Supplement. This subsection does not deal with Notes that, upon the occurrence of an applicable "trigger event," will automatically be converted into common shares. The U.S. federal income tax consequences of owning such Notes and Notes whose terms are not described in this Offering Memorandum Supplement will be discussed in the other applicable Supplements. Unless otherwise indicated in the other applicable Supplements, we intend to treat the Notes as indebtedness for U.S. federal income tax purposes, and the balance of this summary assumes the Notes are treated as indebtedness for U.S. federal income tax purposes. However, the treatment of a Note as indebtedness for U.S. federal income tax purposes depends on a number of factors, and if the Notes are not properly treated as indebtedness for U.S. federal income tax purposes, the U.S. federal income tax treatment of investors in Notes may be different than that described below.

Bail-inable Notes

There is no authority that specifically addresses the U.S. federal income tax treatment of an instrument such as the Bail-inable Notes. While the Bail-inable Notes more likely than not should be treated as debt for U.S. federal income tax purposes, the Internal Revenue Service ("IRS") could assert an alternative tax treatment of the Bail-inable Notes for U.S. federal income tax purposes, for example, that the Bail-inable Notes should be considered as equity for U.S. federal income tax purposes. There can be no assurance that any alternative tax treatment, if successfully asserted by the IRS would not have adverse U.S. federal income tax consequences to a U.S. holder of the Bail-inable Notes. However, treatment of the Bail-inable Notes as equity for U.S. federal income tax purposes may not result in inclusions of income with respect to the Bail-inable Notes that are materially different than the U.S. federal income tax consequences if the Bail-inable Notes are treated as debt for U.S. federal income tax purposes.

If the Bail-inable Notes are characterized as debt for U.S. federal income tax purposes, the U.S. federal income tax consequences to a U.S. holder of the Bail-inable Notes would be as described in "—Tax consequences to holders of our Notes". If the notes were treated as equity, it is unlikely that interest payments on the notes that are treated as dividends for U.S. federal income tax purposes would be treated as "qualified dividend income" for U.S. federal income tax purposes and, if such dividends were not treated as qualified dividend income, amounts treated as dividends would be taxed at ordinary income tax rates.

U.S. holders are urged to consult their tax advisors regarding the characterization of the Bail-inable Notes as debt or equity for U.S. federal income tax purposes, and the U.S. federal income and other tax consequences of any bail-in conversion.

Payments of Interest

Except as described below in the case of interest on an original issue discount Note that is not qualified stated interest, as defined below under "—Original Issue Discount—General," you will be taxed on any interest on your Note, whether payable in U.S. dollars or a foreign currency, including a composite currency or basket of currencies other than U.S. dollars, as ordinary income at the time you receive the interest or when it accrues, depending on your method of accounting for tax purposes.

Interest that we pay on the Notes and original issue discount, if any, accrued with respect to the Notes (as described below under "— Original Issue Discount") is treated as income from sources outside the United States subject to the rules regarding the U.S. foreign tax credit allowable to a U.S. holder. Under the U.S. foreign tax credit rules, interest and original issue discount and additional amounts will, depending on your circumstances, be treated as either "passive" or "general" income for purposes of computing the U.S. foreign tax credit.

Cash Basis Taxpayers. If you are a taxpayer that uses the cash receipts and disbursements method of accounting for tax purposes and you receive an interest payment that is denominated in, or determined by reference to, a foreign currency, you must recognize income equal to the U.S. dollar value of the interest payment, based on the exchange rate in effect on the date of receipt, regardless of whether you actually convert the payment into U.S. dollars.

Accrual Basis Taxpayers. If you are a taxpayer that uses an accrual method of accounting for tax purposes, you may determine the amount of income that you recognize with respect to an interest payment denominated in, or determined by reference to, a foreign currency by using one of two methods. Under the first method, you will determine the amount of income accrued based on the average exchange rate in effect during the interest accrual period or, with respect to an accrual period that spans two taxable years, that part of the period within the taxable year.

If you elect the second method, you would determine the amount of income accrued on the basis of the exchange rate in effect on the last day of the accrual period, or, in the case of an accrual period that spans two taxable years, the exchange rate in effect on the last day of the part of the period within the taxable year. Additionally, under this second method, if you receive a payment of interest within five Business Days of the last day of your accrual period or taxable year, you may instead translate the interest accrued into U.S. dollars at the exchange rate in effect on the day that you actually receive the interest payment. If you elect the second method it

will apply to all debt instruments that you hold at the beginning of the first taxable year to which the election applies and to all debt instruments that you subsequently acquire. You may not revoke this election without the consent of the IRS.

When you actually receive an interest payment, including a payment attributable to accrued but unpaid interest upon the sale or retirement of your Note, denominated in, or determined by reference to, a foreign currency for which you accrued an amount of income, you will recognize ordinary income or loss measured by the difference, if any, between the exchange rate that you used to accrue interest income and the exchange rate in effect on the date of receipt, regardless of whether you actually convert the payment into U.S. dollars.

Original Issue Discount

General. If you own a Note, other than a short–term Note with a term of one year or less, it will be treated as an original issue discount Note issued with original issue discount ("OID") if the amount by which the Note's stated redemption price at maturity exceeds its issue price is more than a de minimis amount. Generally, a Note's issue price will be the first price at which a substantial amount of Notes included in the issue of which the Note is a part is sold to persons other than bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers. A Note's stated redemption price at maturity is the total of all payments provided by the Note that are not payments of qualified stated interest. Generally, an interest payment on a Note is qualified stated interest if it is one of a series of stated interest payments on a Note that are unconditionally payable at least annually at a single fixed rate, with certain exceptions for lower rates paid during some periods, applied to the outstanding principal amount of the Note. There are special rules for variable rate Notes that are discussed under "—Variable Rate Notes."

In general, your Note is not an original issue discount Note if the amount by which its stated redemption price at maturity exceeds its issue price is less than a de minimis amount of 1/4 of 1% of its stated redemption price at maturity multiplied by the number of complete years to its maturity. Your Note will have de minimis OID if the amount of the excess is less than the de minimis amount. If your Note has de minimis OID, you must include the de minimis amount in income when stated principal payments are made on the Note, unless you make the election described below under "— Election to Treat All Interest as Original Issue Discount." You can determine the includible amount with respect to each such payment by multiplying the total amount of your Note's de minimis OID by a fraction equal to:

- the amount of the principal payment made

divided by:

- the stated principal amount of the Note.

Generally, if your original issue discount Note matures more than one year from its date of issue, you must include OID in income as it accrues (regardless of your method of accounting). The amount of OID that you must include in income is calculated using a constant yield method, and generally you will include increasingly greater amounts of OID in income over the term of your Note. More specifically, you can calculate the amount of OID that you must include in income by adding the daily portions of OID with respect to your original issue discount Note for each day during the taxable year or portion of the taxable year that you hold your original issue discount Note. You can determine the daily portion by allocating to each day in any accrual period a pro rata portion of the OID allocable to that accrual period. You may select an accrual period of any length with respect to your original issue discount Note and you may vary the length of each accrual period over the term of your original issue discount Note. However, no accrual period may be longer than one year and each scheduled payment of interest or principal on the original issue discount Note must occur on either the first or final day of an accrual period.

You can determine the amount of OID allocable to an accrual period by:

- multiplying your original issue discount Note's adjusted issue price at the beginning of the accrual period by your Note's yield to maturity, and then

- subtracting from this figure the sum of the payments of qualified stated interest on your Note allocable to the accrual period.

You must determine the original issue discount Note's yield to maturity on the basis of compounding at the close of each accrual period and adjusting for the length of each accrual period. Further, you determine your original issue discount Note's adjusted issue price at the beginning of any accrual period by:

- adding your original issue discount Note's issue price and any accrued OID for each prior accrual period, and then
- subtracting any payments previously made on your original issue discount Note that were not qualified stated interest payments.

If an interval between payments of qualified stated interest on your original issue discount Note contains more than one accrual period, then, when you determine the amount of OID allocable to an accrual period, you must allocate the amount of qualified stated interest payable at the end of the interval, including any qualified stated interest that is payable on the first day of the accrual period immediately following the interval, pro rata to each accrual period in the interval based on their relative lengths. In addition, you must increase the adjusted issue price at the beginning of each accrual period in the interval by the amount of any qualified stated interest that has accrued prior to the first day of the accrual period but that is not payable until the end of the interval. You may compute the amount of OID allocable to an initial short accrual period by using any reasonable method if all other accrual periods, other than a final short accrual period, are of equal length.

The amount of OID allocable to the final accrual period is equal to the difference between:

- the amount payable at the maturity of your original issue discount Note, other than any payment of qualified stated interest, and
- your original issue discount Note's adjusted issue price as of the beginning of the final accrual period.

Acquisition Premium. If you purchase your Note for an amount that is less than or equal to the sum of all amounts, other than qualified stated interest, payable on your Note after the purchase date but that is greater than the amount of your Note's adjusted issue price, as determined above under "— General," the excess is acquisition premium. If you do not make the election described below under "— Election to Treat All Interest as Original Issue Discount," then you must reduce the daily portions of OID by a fraction equal to:

- the excess of your adjusted tax basis in the Note immediately after purchase over the adjusted issue price of the Note

divided by:

- the excess of the sum of all amounts payable, other than qualified stated interest, on the Note after the purchase date over the Note's adjusted issue price.

Pre–Issuance Accrued Interest. An election may be made to decrease the issue price of your Note by the amount of pre–issuance accrued interest if:

- a portion of the initial purchase price of your Note is attributable to pre–issuance accrued interest,
- the first stated interest payment on your Note is to be made within one year of your Note's issue date, and
- the payment will equal or exceed the amount of pre–issuance accrued interest.

If this election is made, a portion of the first stated interest payment will be treated as a return of the excluded pre–issuance accrued interest and not as an amount payable on your Note.

Notes Subject to Contingencies Including Optional Redemption. Your Note is subject to a contingency if it provides for an alternative payment schedule or schedules applicable upon the occurrence of a contingency or contingencies, other than a remote or incidental contingency, whether such contingency relates to payments of

interest or of principal. In such a case, you must determine the yield and maturity of your Note by assuming that the payments will be made according to the payment schedule most likely to occur if:

- the timing and amounts of the payments that comprise each payment schedule are known as of the issue date, and
- one of such schedules is significantly more likely than not to occur.

If there is no single payment schedule that is significantly more likely than not to occur, other than because of a mandatory sinking fund, you must include income on your Note in accordance with the general rules that govern contingent payment obligations. These rules will be discussed in an applicable Supplement.

Notwithstanding the general rules for determining yield and maturity, if your Note is subject to contingencies, and either you or we have an unconditional option or options that, if exercised, would require payments to be made on the Note under an alternative payment schedule or schedules, then:

- in the case of an option or options that we may exercise, we will be deemed to exercise or not exercise an option or combination of options in the manner that minimizes the yield on your Note, and
- in the case of an option or options that you may exercise, you will be deemed to exercise or not exercise an option or combination of options in the manner that maximizes the yield on your Note.

If both you and we hold options described in the preceding sentence, those rules will apply to each option in the order in which they may be exercised. You may determine the yield on your Note for the purposes of those calculations by using any date on which your Note may be redeemed or repurchased as the maturity date and the amount payable on the date that you chose in accordance with the terms of your Note as the principal amount payable at maturity.

If a contingency, including the exercise of an option, actually occurs or does not occur contrary to an assumption made according to the above rules then, except to the extent that a portion of your Note is repaid as a result of this change in circumstances and solely to determine the amount and accrual of OID, you must redetermine the yield and maturity of your Note by treating your Note as having been retired and reissued on the date of the change in circumstances for an amount equal to your Note's adjusted issue price on that date.

Election to Treat All Interest as Original Issue Discount. You may elect to include in gross income all interest that accrues on your Note using the constant–yield method described above under "— General," with the modifications described below. For purposes of this election, interest will include stated interest, OID, de minimis original issue discount, market discount, de minimis market discount and unstated interest, as adjusted by any amortizable bond premium, described below under "— Notes Purchased at a Premium," or acquisition premium.

If you make this election for your Note, then, when you apply the constant–yield method:

- the issue price of your Note will equal your cost,
- the issue date of your Note will be the date you acquired it, and
- no payments on your Note will be treated as payments of qualified stated interest.

Generally, this election will apply only to the Note for which you make it; however, if the Note has amortizable bond premium, you will be deemed to have made an election to apply amortizable bond premium against interest for all debt instruments with amortizable bond premium, other than debt instruments the interest on which is excludible from gross income, that you hold as of the beginning of the taxable year to which the election applies or any taxable year thereafter. Additionally, if you make this election for a market discount Note, you will be treated as having made the election discussed below under "— Notes Purchased with Market Discount" to include market discount in income currently over the term of all debt instruments having market discount that you acquire on or after the first day of the first taxable year to which the election applies. You may not revoke any election to apply the constant–yield method to all interest on a Note or the deemed elections with respect to amortizable bond premium or market discount Notes without the consent of the IRS.

Variable Rate Notes. Your Note will be a variable rate Note if:

- your Note's issue price does not exceed the total noncontingent principal payments by more than the lesser of:

    1. 0.015 multiplied by the product of the total noncontingent principal payments and the number of complete years to maturity from the issue date, or

    2. 15% of the total noncontingent principal payments; and

- your Note provides for stated interest, compounded or paid at least annually, only at:

    1. one or more qualified floating rates,

    2. a single fixed rate and one or more qualified floating rates,

    3. a single objective rate, or

    4. a single fixed rate and a single objective rate that is a qualified inverse floating rate; and

- your Note satisfies certain other conditions.

Your Note will have a variable rate that is a qualified floating rate if:

- variations in the value of the rate can reasonably be expected to measure contemporaneous variations in the cost of newly borrowed funds in the currency in which your Note is denominated; or
- the rate is equal to such a rate multiplied by either:

    1. a fixed multiple that is greater than 0.65 but not more than 1.35, or

    2. a fixed multiple greater than 0.65 but not more than 1.35, increased or decreased by a fixed rate; and

- the value of the rate on any date during the term of your Note is set no earlier than three months prior to the first day on which that value is in effect and no later than one year following that first day.

If your Note provides for two or more qualified floating rates that are within 0.25 percentage points of each other on the issue date or can reasonably be expected to have approximately the same values throughout the term of the Note, the qualified floating rates together constitute a single qualified floating rate.

Your Note will not have a qualified floating rate, however, if the rate is subject to certain restrictions (including caps, floors, governors, or other similar restrictions) unless such restrictions are fixed throughout the term of the Note or are not reasonably expected to significantly affect the yield on the Note.

Your Note will have a variable rate that is a single objective rate if:

- the rate is not a qualified floating rate,
- the rate is determined using a single, fixed formula that is based on objective financial or economic information that is not within the control of or unique to the circumstances of the issuer or a related party, and
- the value of the rate on any date during the term of your Note is set no earlier than three months prior to the first day on which that value is in effect and no later than one year following that first day.

Your Note will not have a variable rate that is an objective rate, however, if it is reasonably expected that the average value of the rate during the first half of your Note's term will be either significantly less than or significantly greater than the average value of the rate during the final half of your Note's term.

An objective rate as described above is a qualified inverse floating rate if:

- the rate is equal to a fixed rate minus a qualified floating rate, and
- the variations in the rate can reasonably be expected to inversely reflect contemporaneous variations in the cost of newly borrowed funds.

Your Note will also have a single qualified floating rate or an objective rate if interest on your Note is stated at a fixed rate for an initial period of one year or less followed by either a qualified floating rate or an objective rate for a subsequent period, and either:

- the fixed rate and the qualified floating rate or objective rate have values on the issue date of the Note that do not differ by more than 0.25 percentage points, or
- the value of the qualified floating rate or objective rate is intended to approximate the fixed rate.

In general, if your variable rate Note provides for stated interest at a single qualified floating rate or objective rate that is unconditionally payable at least annually, all stated interest on your Note is qualified stated interest. In this case, the amount of OID, if any, is determined by using, in the case of a qualified floating rate or qualified inverse floating rate, the value as of the issue date of the qualified floating rate or qualified inverse floating rate, or, for any other objective rate, a fixed rate that reflects the yield reasonably expected for your Note.

If your variable rate Note does not provide for stated interest at a single qualified floating rate or a single objective rate, and also does not provide for interest payable at a fixed rate other than a single fixed rate for an initial period, you generally must determine the interest and OID accruals on your Note by:

- determining a fixed rate substitute for each variable rate provided under your variable rate Note,
- constructing the equivalent fixed rate debt instrument, using the fixed rate substitute described above,
- determining the amount of qualified stated interest and OID with respect to the equivalent fixed rate debt instrument, and
- adjusting for actual variable rates during the applicable accrual period.

When you determine the fixed rate substitute for each variable rate provided under the variable rate Note, you generally will use the value of each variable rate as of the issue date or, for an objective rate that is not a qualified inverse floating rate, a rate that reflects the reasonably expected yield on your Note.

If your variable rate Note provides for stated interest either at one or more qualified floating rates or at a qualified inverse floating rate, and also provides for stated interest at a single fixed rate other than at a single fixed rate for an initial period, you generally must determine interest and OID accruals by using the method described in the previous paragraph. However, your variable rate Note will be treated, for purposes of the first three steps of the determination, as if your Note had provided for a qualified floating rate, or a qualified inverse floating rate, rather than the fixed rate. The qualified floating rate, or qualified inverse floating rate, that replaces the fixed rate must be such that the fair market value of your variable rate Note as of the issue date approximates the fair market value of an otherwise identical debt instrument that provides for the qualified floating rate, or qualified inverse floating rate, rather than the fixed rate.

Short–Term Notes. In general, if you are an individual or other cash basis U.S. holder of a short–term Note, you are not required to accrue OID, as specially defined below for the purposes of this paragraph, for U.S. federal income tax purposes unless you elect to do so (although it is possible that you may be required to include any stated interest in income as you receive it). If you are an accrual basis taxpayer, a taxpayer in a special class, including, but not limited to, a regulated investment company, common trust fund, or a certain type of pass–through entity, or a cash basis taxpayer who so elects, you will be required to accrue OID on short–term Notes on either a straight–line basis or under the constant–yield method, based on daily compounding. If you are not required and do not elect to include OID in income currently, any gain you realize on the sale or retirement of your short–term Note will be ordinary income to the extent of the accrued OID, which will be determined on a straight–line basis unless you make an election to accrue the OID under the constant–yield method, through the date of sale or retirement. However, if

you are not required and do not elect to accrue OID on your short–term Notes, you will be required to defer deductions for interest on borrowings allocable to your short–term Notes in an amount not exceeding the deferred income until the deferred income is realized.

When you determine the amount of OID subject to these rules, you must include all interest payments on your short–term Note, including stated interest, in your short–term Note's stated redemption price at maturity.

Foreign Currency Original Issue Discount Notes. If your original issue discount Note is denominated in, or determined by reference to, a foreign currency, you must determine OID for any accrual period on your original issue discount Note in the foreign currency and then translate the amount of OID into U.S. dollars in the same manner as stated interest accrued by an accrual basis U.S. holder, as described under "—Tax consequences to holders of our Notes — Payments of Interest." You may recognize ordinary income or loss when you receive an amount attributable to OID in connection with a payment of interest or the sale or retirement of your Note.

Notes Purchased at a Premium

If you purchase your Note for an amount in excess of its principal amount, you may elect to treat the excess as amortizable bond premium. If you make this election, you will reduce the amount required to be included in your income each year with respect to interest on your Note by the amount of amortizable bond premium allocable to that year, based on your Note's yield to maturity. If your Note is denominated in, or determined by reference to, a foreign currency, you will compute your amortizable bond premium in units of the foreign currency and your amortizable bond premium will reduce your interest income in units of the foreign currency. Gain or loss recognized that is attributable to changes in exchange rates between the time your amortized bond premium offsets interest income and the time of the acquisition of your Note is generally taxable as ordinary income or loss. If you make an election to amortize bond premium, it will apply to all debt instruments, other than debt instruments the interest on which is excludible from gross income, that you hold at the beginning of the first taxable year to which the election applies or that you thereafter acquire, and you may not revoke it without the consent of the IRS. See also "—Original Issue Discount—Election to Treat All Interest as Original Issue Discount."

Notes Purchased with Market Discount

You will be treated as if you purchased your Note, other than a short–term Note, at a market discount, and your Note will be a market discount Note if:

- In the case of an initial purchaser, you purchase your Note for less than its issue price as determined above under "— Original Issue Discount — General," and
- the difference between the Note's stated redemption price at maturity or, in the case of an original issue discount Note, the Note's revised issue price, and the price you paid for your Note is equal to or greater than 1/4 of 1% of your Note's stated redemption price at maturity or revised issue price, respectively, multiplied by the number of complete years to the Note's maturity. To determine the revised issue price of an original issue discount Note for these purposes, you generally add any OID that has accrued on the Note prior to your acquisition of the Note to its issue price.

If your Note's stated redemption price at maturity or, in the case of an original issue discount Note, its revised issue price, exceeds the price you paid for the Note by less than 1/4 of 1% multiplied by the number of complete years to the Note's maturity, the excess constitutes de minimis market discount, and the rules discussed below are not applicable to you.

You must treat any gain you recognize on the maturity or disposition of your market discount Note as ordinary income to the extent of the accrued market discount on your Note. Alternatively, you may elect to include market discount in income currently over the term of your Note. If you make this election, it will apply to all debt instruments with market discount that you acquire on or after the first day of the first taxable year to which the election applies. You may not revoke this election without the consent of the IRS. If you own a market discount Note and do not make this election, you will generally be required to defer deductions for interest on borrowings

allocable to your Note in an amount not exceeding the accrued market discount on your Note until the maturity or disposition of your Note.

You will accrue market discount on your market discount Note on a straight–line basis unless you elect to accrue market discount using a constant–yield method. If you make this election, it will apply only to the Note with respect to which it is made and you may not revoke it.

Purchase, Sale and Retirement of the Notes

Your tax basis in your Note will generally be the U.S. dollar cost, as defined below, of your Note, adjusted by:

- adding any OID or market discount previously included in income with respect to your Note, and then
- subtracting any payments on your Note that are not qualified stated interest payments and any amortizable bond premium applied to reduce interest on your Note.

If you purchase your Note with foreign currency, the U.S. dollar cost of your Note will generally be the U.S. dollar value of the purchase price on the date of purchase. However, if you are a cash basis taxpayer, or an accrual basis taxpayer if you so elect, and your Note is traded on an established securities market, as defined in the applicable Treasury regulations, the U.S. dollar cost of your Note will be the U.S. dollar value of the purchase price on the settlement date of your purchase.

You will generally recognize gain or loss on the sale or retirement of your Note equal to the difference between the amount you realize on the sale or retirement and your tax basis in your Note. If your Note is sold or retired for an amount in foreign currency, the amount you realize will be the U.S. dollar value of such amount on the date the Note is disposed of or retired, except that in the case of a Note that is traded on an established securities market, as defined in the applicable Treasury regulations, a cash basis taxpayer, or an accrual basis taxpayer that so elects, will determine the amount realized based on the U.S. dollar value of the foreign currency on the settlement date of the sale.

You will recognize capital gain or loss when you sell or retire your Note, except to the extent:

- described above under "— Original Issue Discount — Short–Term Notes" or "— Notes Purchased with Market Discount,"
- attributable to accrued but unpaid interest,
- the rules governing contingent payment obligations apply, or
- attributable to changes in exchange rates as described below.

Capital gain of a noncorporate U.S. holder is generally taxed at preferential rates where the property is held for more than one year.

You must treat any portion of the gain or loss that you recognize on the sale or retirement of a Note as U.S. source ordinary income or loss to the extent attributable to changes in exchange rates. However, you take exchange gain or loss into account only to the extent of the total gain or loss you realize on the transaction.

Exchange of Amounts in Other Than U.S. Dollars

If you receive foreign currency as interest on your Note or on the sale or retirement of your Note, your tax basis in the foreign currency will equal its U.S. dollar value when the interest is received or at the time of the sale or retirement. If you purchase foreign currency, you generally will have a tax basis equal to the U.S. dollar value of the foreign currency on the date of your purchase. If you sell or dispose of a foreign currency, including if you use it to purchase Notes or exchange it for U.S. dollars, any gain or loss recognized generally will be ordinary income or loss.

Indexed Notes, Exchangeable Notes, Contingent Payment Notes, Convertible Notes

The other applicable Supplements will discuss any special U.S. federal income tax rules with respect to Notes the payments on which are determined by reference to any index, a financial or economic measure or pursuant to a formula, Notes that are exchangeable at our option or the option of the holder into Notes of an issuer other than the Bank or into other property, Notes that are subject to the rules governing contingent payment obligations which are not subject to the rules governing variable rate Notes and Notes that, upon the occurrence of an applicable "trigger event," will automatically be converted into common shares.

Treasury Regulations Requiring Disclosure of Reportable Transactions

Treasury regulations require U.S. taxpayers to report certain transactions that give rise to a loss in excess of certain thresholds (a "Reportable Transaction"). Under these Treasury regulations, if the Notes are denominated in a foreign currency, a U.S. holder that recognizes a loss with respect to the Notes that is characterized as an ordinary loss due to changes in currency exchange rates (under any of the rules discussed above) would be required to report the loss on IRS Form 8886 (Reportable Transaction Statement) if the loss exceeds the thresholds set forth in the Treasury regulations. You should consult with your tax advisor regarding any tax filing and reporting obligations that may apply in connection with acquiring, owning and disposing of Notes.

Other Considerations

Information with Respect to Foreign Financial Assets

Certain holders that own "specified foreign financial assets" with an aggregate value in excess of US $50,000 on the last day of the taxable year (or an aggregate value in excess of US $75,000 at any time during the taxable year) will generally be required to file an information report with respect to such assets with their tax returns. "Specified foreign financial assets" include any financial accounts maintained by foreign financial institutions, as well as any of the following, but only if they are not held in accounts maintained by financial institutions: (i) stock or securities issued by non– U.S. persons, (ii) financial instruments and contracts held for investment that have non– U.S. issuers or counterparties, and (iii) interests in foreign entities. The securities may be subject to these rules. U.S. holders that are individuals are urged to consult their tax advisors regarding the application of this legislation to their ownership of the Notes.

Medicare Tax

U.S. holders that are individuals, estates or certain trusts are subject to a 3.8% tax on all or a portion of their "net investment income," or "undistributed net investment income" in the case of an estate or trust, which may include any income or gain realized with respect to Notes, to the extent of their net investment income or undistributed net investment income (as the case may be) that, when added to their other modified adjusted gross income, exceeds US $200,000 for an unmarried individual, US $250,000 for a married taxpayer filing a joint return (or a surviving spouse), US $125,000 for a married individual filing a separate return or the dollar amount at which the highest tax bracket begins for an estate or trust. The 3.8% Medicare tax is determined in a different manner than the regular income tax. U.S. holders should consult their advisors with respect to the 3.8% Medicare tax.

Backup Withholding and Information Reporting

If you are a noncorporate U.S. holder, information reporting requirements, on IRS Form 1099, generally will apply to:

- dividend payments or payments of principal and interest on a Note or other taxable distributions made to you within the United States, including payments made by wire transfer from outside the United States to an account you maintain in the United States, and
- the payment of the proceeds from the sale of a Note effected at a U.S. office of a broker

Additionally, backup withholding will apply to such payments if you are a noncorporate U.S. holder that:

- fails to provide an accurate taxpayer identification number,

- is notified by the IRS that you have failed to report all interest and dividends required to be shown on your federal income tax returns, or
- in certain circumstances, fails to comply with applicable certification requirements.

Payment of the proceeds from the sale of a Note effected at a foreign office of a broker generally will not be subject to information reporting or backup withholding. However, a sale of a Note that is effected at a foreign office of a broker will generally be subject to information reporting and backup withholding if:

- the proceeds are transferred to an account maintained by you in the United States,
- the payment of proceeds or the confirmation of the sale is mailed to you at a U.S. address, or
- the sale has some other specified connection with the United States as provided in U.S. Treasury regulations.

In addition, a sale of a Note effected at a foreign office of a broker will generally be subject to information reporting if the broker is:

- a U.S. person,
- a controlled foreign corporation for U.S. federal income tax purposes,
- a foreign person 50% or more of whose gross income is effectively connected with the conduct of a U.S. trade or business for a specified three–year period, or
- a foreign partnership, if at any time during its tax year:
    - one or more of its partners are "U.S. persons," as defined in Treasury regulations, who in the aggregate hold more than 50% of the income or capital interest in the partnership, or
    - such foreign partnership is engaged in the conduct of a U.S. trade or business.

Backup withholding will apply if the sale is subject to information reporting and the broker has actual knowledge that you are a U.S. person.

You generally may obtain a refund of any amounts withheld under the backup withholding rules that exceed your income tax liability by filing a refund claim with the IRS.

Foreign Account Tax Compliance Act Withholding

Sections 1471 through 1474 of the Code (which are commonly referred to as "FATCA") generally impose a 30% withholding tax on certain payments, including "pass-thru" payments to certain persons if the payments are attributable to assets that give rise to U.S.-source income or gain. Pursuant to Treasury regulations, this withholding tax would not be imposed on payments made pursuant to obligations that are executed on or before the date that is six months after the date on which final Treasury regulations defining "foreign passthru payments" (a term not yet defined) are published and are not materially modified thereafter. FATCA withholding generally is not expected to be required on the securities, and pursuant to proposed regulations, any FATCA withholding on "foreign passthru payments" would begin no earlier than the date that is two years after the date on which final Treasury regulations defining "foreign passthru payments" are published. FATCA is complex and significant aspects of the application of FATCA are not currently clear. You should consult your own tax advisers about the application of FATCA, in particular if you may be classified as a financial institution under the FATCA rules.

Certain ERISA Considerations

See "Certain Benefit Plan Considerations" in the accompanying Base Offering Memorandum.

Supplemental Plan of Distribution

We and SCUSA, as agent, have entered into a distribution agreement with respect to the Notes. The agent or agents through whom the Notes will be offered will be identified in the applicable Pricing Supplement. Subject to certain conditions, the agents have agreed to use their reasonable efforts to solicit purchases of the Notes. We have the right to accept offers to purchase Notes and may reject any proposed purchase of the Notes. The agents may also reject any offer to purchase Notes. We may pay the agents a commission on any Notes sold through the agents in such amount as may be agreed between the agents and the Bank. The actual commission, if any, will be specified in the applicable Pricing Supplement.

We may also sell Notes to the agents, who will purchase the Notes as principal for their own accounts. In that case, the agents will purchase the Notes at a price equal to the issue price, less a discount and/or may be paid a commission, in either case, to be agreed with us at the time of the offering and specified in the applicable Pricing Supplement.

The agents may resell any Notes they purchase as principal to other brokers or dealers at a discount, which may include all or part of the discount or commission the agents received from us. If all the Notes are not sold at the initial offering price, the agents may change the offering price and the other selling terms.

We may also sell Notes directly to investors. We will not pay commissions on Notes we sell directly.

We have reserved the right to withdraw, cancel or modify the offer made by this Offering Memorandum Supplement without notice and may reject orders in whole or in part whether placed directly with us or with an agent. No termination date has been established for the offering of the Notes.

The agents, whether acting as agent or principal, may be deemed to be "underwriters" within the meaning of the Securities Act. We have agreed to indemnify the agents against certain liabilities, including liabilities under the Securities Act, or to contribute to payments made in respect of those liabilities.

If the agents sell Notes to dealers who resell to investors and the agents pay the dealers all or part of the discount or commission they receive from us, those dealers may also be deemed to be "underwriters" within the meaning of the Securities Act.

We may appoint additional agents with respect to the Notes. Any other agents will be named in the applicable Pricing Supplements and those agents will enter into the distribution agreement referred to above. The agents referred to above and any additional agents may engage in commercial banking and investment banking and other transactions with and perform services for the Bank and our affiliates in the ordinary course of business. SCUSA is an affiliate of the Bank and may resell Notes to or through another of our affiliates, as selling agent.

The Notes are a new issue of securities, and there will be no established trading market for any Note before its issue date. We do not plan to list the Notes on a securities exchange or quotation system. We have been advised by each of the agents named above that they may make a market in the Notes offered through them. However, neither SCUSA nor any of our other affiliates nor any other agent named in the applicable Pricing Supplement that makes a market is obligated to do so, and any of them may stop doing so at any time without notice. No assurance can be given as to the liquidity or trading market for the Notes.

This Offering Memorandum Supplement may be used by SCUSA and any other agent in connection with offers and sales of the Notes in market-making transactions. In a market-making transaction, an agent or other person resells a Note it acquires from other holders after the original offering and sale of the Note. Resales of this kind may occur in the open market or may be privately negotiated, at prevailing market prices at the time of resale or at related or negotiated prices. In these transactions, such agent may act as principal or agent, including as agent for the counterparty in a transaction in which SCUSA or another agent acts as principal, or as agent for both counterparties in a transaction in which SCUSA does not act as principal. The agents may receive compensation in the form of discounts and commissions, including from both counterparties in some cases. Other affiliates of the Bank (in addition to SCUSA) may also engage in transactions of this kind and may use this Offering Memorandum Supplement for this purpose.

The aggregate initial offering price specified on the cover hereof relates to the initial offering of new Notes we may issue on and after the date thereof. This amount does not include Notes that may be resold in market-making transactions. The latter includes Notes that we may issue going forward as well as Notes we have previously issued.

The Bank does not expect to receive any proceeds from market-making transactions other than those it undertakes on its own. The Bank does not expect that any agent that engages in these transactions will pay any proceeds from its market-making resales to the Bank.

Information about the trade and settlement dates, as well as the purchase price, for a market-making transaction will be provided to the purchaser in a separate confirmation of sale.

Unless the Bank or an agent informs you in your confirmation of sale that your Note is being purchased in its original offering and sale, you may assume that you are purchasing your Note in a market-making transaction.

In this Offering Memorandum Supplement, the term "this offering" means the initial offering of the Notes made in connection with their original issuance. This term does not refer to any subsequent resales of Notes in market-making transactions.

The agents may engage in over-allotment, stabilizing transactions, syndicate covering transactions and penalty bids in accordance with Regulation M under the Exchange Act. Over-allotment involves syndicate sales in excess of the offering size, which creates a syndicate short position. Stabilizing transactions permit bids to purchase the underlying security so long as the stabilizing bids do not exceed a specified maximum. Syndicate covering transactions involve purchases of the Notes in the open market after the distribution has been completed in order to cover syndicate short positions. Penalty bids permit reclaiming a selling concession from a syndicate member when the Notes originally sold by such syndicate member are purchased in a syndicate covering transaction to cover syndicate short positions. Such stabilizing transactions, syndicate covering transactions and penalty bids may stabilize, maintain or otherwise affect the market price of the Notes, which may be higher than it would otherwise be in the absence of such transactions. The agents are not required to engage in these activities, and may end any of these activities at any time.

In addition to offering Notes through the agents as discussed above, other senior notes that have terms substantially similar to the terms of the Notes offered by this Offering Memorandum Supplement may in the future be offered, concurrently with the offering of the Notes, on a continuing basis by the Bank. Any of these Notes sold pursuant to the distribution agreement or sold by the Bank directly to investors will reduce the aggregate amount of Notes which may be offered by this Offering Memorandum Supplement.

Conflict of Interest

SCUSA, an affiliate of the Bank, is acting as a Dealer with respect to the Private Placement Program.

Schedule 1 – Special Rate Calculation Terms

In the subsection entitled "— Interest Rates, Floating Rate Notes", we use several terms that have special meanings relevant to calculating floating interest rates. We define these terms as follows:

The term "bond equivalent yield" means a yield expressed as a percentage and calculated in accordance with the following formula:

$$\text{bond equivalent yield} = \frac{D \times N}{360 - (D \times M)} \times 100$$

where:

"D" means the annual rate for treasury bills quoted on a bank discount basis and expressed as a decimal;

"N" means 365 or 366, as the case may be; and

"M" means the actual number of days in the applicable interest reset period.

- The term "Business Day" means, for any Note, a day that meets all the following applicable requirements:
    - for all Notes, is a Monday, Tuesday, Wednesday, Thursday or Friday that is neither a legal holiday nor a day on which banking institutions are authorized or required by law to close in New York City or Toronto, and, in the case of a floating rate Note, London;
    - if the Note has a specified currency other than U.S. dollars or euros, is also a day on which banking institutions are not authorized or obligated by law, regulation or executive order to close in the applicable Principal Financial Center; and
    - if the Note is a EURIBOR Note or has a specified currency of euros, a Euro Business Day.
- The term "Designated CMT Index Maturity" means the Index Maturity for a CMT rate Note and will be the original period to maturity of a U.S. treasury security – either 1, 2, 3, 5, 7, 10, 20 or 30 years – specified in the applicable Pricing Supplement.
- The term "Designated CMT Reuters Page" means the Reuters Page mentioned in the applicable Pricing Supplement that displays treasury constant maturities as reported in H.15(519). If no Reuters Page is so specified, then the applicable page will be Reuters Page FEDCMT. If Reuters Page FEDCMT applies but the applicable Pricing Supplement does not specify whether the weekly or monthly average applies, the weekly average will apply.
- The term "Euro Business Day" means any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System, or any successor system, is open for business.
- The term "euro-zone" means, at any time, the region comprised of the member states of the European Economic and Monetary Union that, as of that time, have adopted a single currency in accordance with the Treaty on European Union of February 1992.
- "H.15(519)" means the weekly statistical release entitled "Statistical Release H.15(519)", or any successor publication, published by the Board of Governors of the Federal Reserve System.
- "H.15 daily update" means the daily update of H.15(519) available through the worldwide website of the Board of Governors of the Federal Reserve System, at http://www.federalreserve.gov/releases/h15/update, or any successor site or publication.

- The term "Index Currency" means the currency specified as such in the applicable Pricing Supplement. The Index Currency may be U.S. dollars or any other currency, and will be U.S. dollars unless another currency is specified in the applicable Pricing Supplement.

- The term "Index Maturity" means, with respect to a floating rate Note, the period to maturity of the instrument or obligation on which the interest rate formula is based, as specified in the applicable Pricing Supplement.

- The term "Money Market Yield" means a yield expressed as a percentage and calculated in accordance with the following formula:

$$\text{Money Market Yield} = \frac{D \times 360}{360 - (D \times M)} \times 100$$

where:

"D" means the annual rate for commercial paper quoted on a bank discount basis and expressed as a decimal; and

"M" means the actual number of days in the relevant interest reset period.

- The term "Principal Financial Center" means the capital city of the country to which an Index Currency relates (or the capital city of the country issuing the specified currency, as applicable), except that with respect to U.S. dollars, Australian dollars, Canadian dollars, South African rands and Swiss francs, the "Principal Financial Center" means The City of New York, Sydney, Toronto, Johannesburg and Zurich, respectively, and with respect to euros the Principal Financial Center means London.

- The term "Representative Amount" means an amount that, in the calculation agent's judgment, is representative of a single transaction in the relevant market at the relevant time.

- "Reuters Screen US PRIME 1 Page" means the display on the "US PRIME 1" page on the Reuters Monitor Money Rates Service, or any successor service, or any replacement page or pages on that service, for the purpose of displaying prime rates or base lending rates of major U.S. banks.

- "Reuters Page" means the display on Reuters 3000 Xtra, or any successor service, on the page or pages specified in this Offering Memorandum Supplement or the applicable Pricing Supplement, or any replacement page or pages on that service.

If, when we use the terms Designated CMT Reuters Page, H.15(519), H.15 daily update, Reuters Screen US PRIME 1 Page, or any other Reuters Page, we refer to a particular heading or headings on any of those pages, those references include any successor or replacement heading or headings as determined by the calculation agent.

The Bank of Nova Scotia

Senior Notes, Series C

Senior Notes, Series D

March 22, 2023

BASE OFFERING MEMORANDUM **STRICTLY CONFIDENTIAL**

Dated March 22, 2023

The Bank of Nova Scotia
Private Placement Program
Senior Notes

The Bank of Nova Scotia (the "Bank") may from time to time offer through private placement transactions unsecured unsubordinated notes (the "Notes") which would constitute senior liabilities of the Bank for purposes of the *Bank Act* (Canada) (the "Bank Act").

The Notes described herein may be offered separately or together, and the terms for which will be set forth in one or more applicable offering memorandum supplements (the "applicable Supplements"). Information as to a particular offering that is omitted from this base offering memorandum (this "Base Offering Memorandum") will be contained in the applicable Supplements that will be delivered to purchasers together with this Base Offering Memorandum. The specific terms of the Notes in respect of which this Base Offering Memorandum is being delivered will be set forth in the applicable Supplements and may include, where applicable, the specific designation, aggregate principal amount, the currency or the currency unit for which the Notes may be purchased, maturity, interest provisions, authorized denominations, offering price, any terms for redemption at the option of the Bank or the holder, any exchange or conversion terms and any other specific terms. If there is any inconsistency between the information in this Base Offering Memorandum and any applicable Supplement, you should rely on the information in the most recent applicable Supplement. **In relation to any issuance of Notes, this Base Offering Memorandum shall also be read and construed together with the applicable Supplements.**

An investment in the Notes involves certain risks. See "*Risk Factors*" on page 10 for a discussion of certain risk factors to be considered in connection with an investment in the Notes.

The Notes have not been, and are not required to be, registered under the United States Securities Act of 1933 (the "Securities Act"). The Notes have not been approved or disapproved by the U.S. Securities and Exchange Commission (the "SEC"), any state commission or any other securities commission or other regulatory authority nor have the foregoing authorities passed upon the accuracy or adequacy of this Base Offering Memorandum. Any representation to the contrary is a criminal offense.

The Notes may not be offered or sold within the United States or to or for the account or benefit of U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the Notes will be offered hereunder only (i) to "qualified institutional buyers" ("QIBs") in reliance upon the exemption from registration provided by Rule 144A under the Securities Act ("Rule 144A" and such Notes, the "Rule 144A Notes"), (ii) outside the United States and only to non-U.S. persons in "offshore transactions" in compliance with Regulation S under the Securities Act ("Regulation S" and such Notes, the "Regulation S Notes"); (iii) to QIBs in reliance upon the exemption from registration provided by Rule 144A and to non-U.S. persons in "offshore transactions" in compliance with Regulation S (the "Unified Notes") or (iv) pursuant to another exemption from registration under the Securities Act, in each case as set forth in the applicable Supplements.

Unless otherwise provided in the applicable Supplement, the Notes will be issued only in minimum denominations of US $250,000 and integral multiples of US $1,000 in excess thereof (or the equivalent thereof in other currencies).

The Notes are subject to certain restrictions on transfer. Each purchaser of the Notes will be deemed to make and, in the case of Notes offered and sold pursuant to another exemption from registration, be required to make in the form of an executed investor representation letter certain acknowledgements, representations and agreements relating to such restrictions on transfer and resale as more fully described under the heading "Notice to Investors".

The Notes will not constitute deposits that are insured under the *Canada Deposit Insurance Corporation Act* (Canada) (the "*CDIC Act*") or by the United States Federal Deposit Insurance Corporation or any other Canadian or U.S. government agency or instrumentality.

Notes that are Bail-inable Notes (as defined herein) are subject to conversion in whole or in part – by means of a transaction or series of transactions and in one or more steps – into common shares of the Bank or any of its affiliates under subsection 39.2(2.3) of the CDIC Act and to variation or extinguishment in consequence, and subject to the application of the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to the Bail-inable Notes.

Prospective investors should be aware that the acquisition of the Notes described herein may have tax consequences both in the United States and in Canada. Such consequences for investors who are resident in the United States may not be described fully herein or in the applicable Supplements.

The enforcement by investors of civil liabilities under the United States federal securities laws may be affected adversely by the fact that the Bank is a Canadian bank, that many of its officers and directors may be residents of Canada and that all or a substantial portion of the assets of the Bank and such persons may be located outside the United States.

The Bank may sell the Notes directly or through one or more agents or dealers (the "Dealers"), including the agent listed below. The agent is not required to sell any particular amount of the Notes.

Scotia Capital (USA) Inc.

March 22, 2023

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NOTICE TO INVESTORS

This Base Offering Memorandum is highly confidential. The Bank has prepared it solely for use in connection with the offering of the Notes under the senior notes private placement program described herein (the "Private Placement Program"). You may not reproduce or distribute this Base Offering Memorandum or any applicable Supplements, in whole or in part, and you may not disclose any of the contents of such documents or use any information herein or therein for any purpose other than considering an investment in the Notes. By accepting delivery of this Base Offering Memorandum and any applicable Supplements, you expressly agree to the foregoing and expressly agree to maintain the information contained in this Base Offering Memorandum and the applicable Supplements in confidence. You may not distribute this Base Offering Memorandum or any applicable Supplement or disclose their contents to anyone, other than persons you have retained to advise you in connection with the offering of Notes under the Private Placement Program, without the Bank's prior written consent.

No person is authorized to give any information or to make any representations other than those contained in this Base Offering Memorandum and the applicable Supplements in connection with the offering or sale of the Notes and, if given or made, such information or representations must not be relied upon as having been authorized by the Bank or any agent of the Bank. None of this Base Offering Memorandum, any applicable Supplements, any other financial statements or any further information supplied in connection with the offering of Notes is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation or statement of opinion, or a report of either of those things by the Bank or any agent of the Bank that any recipient of this Base Offering Memorandum, any applicable Supplements or any other supplement, any other financial statements or any further information supplied in connection with the Notes should purchase any of the Notes. Each investor contemplating purchasing Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of the Bank and the terms of the Notes.

The Dealers have not independently verified the information contained in this Base Offering Memorandum or any applicable Supplement. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by any of the Dealers as to the accuracy or completeness of the information contained in this Base Offering Memorandum or any applicable Supplements or any other information provided by the Bank in connection with the Notes. The information contained in this Base Offering Memorandum is accurate only as of the date of this Base Offering Memorandum regardless of the time of delivery of this Base Offering Memorandum or any sale of the Notes.

No action has been taken by the Bank or any of the Dealers that would permit a public offering of the Notes or public distribution of this Base Offering Memorandum and any applicable Supplements in any jurisdiction. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Base Offering Memorandum, the applicable Supplements nor any advertisement or other offering material may be distributed or published in any jurisdiction, except in circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Offering Memorandum, the applicable Supplements or any Notes come must inform themselves about, and observe, any such restrictions. Neither the Bank nor any of the Dealers represents that this Base Offering Memorandum may be lawfully distributed, or that the Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or assumes any responsibility for facilitating any such distribution or offering. In particular, there are further restrictions on the distribution of this Base Offering Memorandum and the offer, stabilization or sale of the Notes in the United States, Canada, the European Economic Area and other jurisdictions that will be specified in the applicable Supplement. See "*Selling Restrictions*" herein.

Additional important notices to prospective investors may be set out in the applicable Supplement.

Each holder and beneficial owner of Notes acquired in connection with their initial distribution and each transferee of Notes from any such holder or beneficial owner will, in the case of Rule 144A Notes, Regulation S Notes or Unified Notes, be deemed to represent, warrant and agree with the Bank and, in the case of Notes offered and sold pursuant to any other exemption from registration, each holder will be required to represent, warrant and agree by executing an investor representation letter substantially in the form to be attached as an annex to an applicable Supplement, as follows. If such purchaser is acquiring any such Notes as a fiduciary or agent for one or more accounts, such purchaser represents, or shall represent in an investor representation letter, as applicable, that it has sole investment discretion with respect to each such account, it has full power to purchase the Notes and to

make the acknowledgments, representations and agreements set forth herein and in the investor representation letter, if applicable, with respect to each such account.

For all Notes:

(1) Such purchaser is acquiring at least the required minimum principal amount of Notes for each account for which it is purchasing Notes and will not offer, sell, pledge or otherwise transfer any such Notes or any interest therein at any time except in an amount equal to or greater than the required minimum denomination. The "required minimum" means, unless otherwise provided in the applicable Supplement with respect to any sales of Notes, the minimum denominations of US $250,000 and integral multiples of US $1,000 in excess thereof (or, in each case, its equivalent in other currencies).

(2) Such purchaser acknowledges that neither the Bank nor any person acting on its behalf has made any representations concerning the Bank or the offer and sale of the Notes, except as set forth in this Base Offering Memorandum and the applicable Supplement.

(3) That, on each day from and including the date of its purchase of the Notes through and including the date of its disposition of the Notes, either (i) it is not and is not purchasing any Notes on behalf of or with the assets of (a) a pension, profit sharing or other employee benefit plan (each, an "employee benefit plan") subject to Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (b) a "plan" defined in Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "Code") (including individual retirement accounts and "Keogh" plans) which is subject to Section 4975 of the Code; or (c) an entity whose underlying assets include "plan assets" of any employee benefit plan subject to Title I of ERISA or plan subject to Section 4975 of the Code or (ii) its purchase and holding of such Notes will not constitute a non-exempt prohibited transaction under Title I of ERISA or Section 4975 of the Code. Further, each holder and beneficial owner of the Notes that is a governmental plan (as defined in Section 3(32) of ERISA), a church plan (as defined in Section 3(33) of ERISA), a non-U.S. plan (as described in Section 4(b)(4) of ERISA) or other plan that is not subject to the fiduciary responsibility or prohibited transaction provisions of Title I of ERISA or Section 4975 of the Code represents that its purchase and holding will not violate any applicable regulations, rules or laws similar to the fiduciary responsibility provisions or prohibited transaction provisions of Title I of ERISA and/or Section 4975 of the Code.

(4) Such purchaser has made its own independent decision to acquire the Notes hereby and as to whether an investment in the Notes of the Bank is appropriate or proper, including the risks and merits involved, based upon its own independent judgment and upon advice from such advisors as it has deemed necessary, it is not relying on any communication (written or oral) of the Bank or any Dealer as investment advice or as a recommendation to acquire the Notes, it being understood that information and explanations related to the terms and conditions of the purchase of the Notes shall not be considered investment advice or a recommendation to acquire the Notes, no communication (oral or written) received by it from the Bank or any Dealer shall be deemed to be an assurance or guarantee as to the expected results of an investment in the Notes and neither the Bank nor any affiliate of the Bank is acting as a fiduciary with respect to such accounts.

(5) The Notes have not been, and will not be, registered under the Securities Act or the state securities laws of any state of the United States or the securities laws of any other jurisdiction and may not be offered or sold within the United States or to, or for the account or the benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. It acknowledges that the restrictions herein apply to holders of beneficial interests in the Notes as well as to Registered Holders of such Notes.

(6) Such purchaser understands that the Bank, the Dealers and others will rely upon the truth and accuracy of the acknowledgments, representations and agreements set forth herein and agrees that if any of the acknowledgments, representations and agreements made by it by its purchase of the Notes are no longer accurate, it shall promptly notify the Bank and the Dealers. Such purchaser by acceptance of the Notes agrees to indemnify and hold harmless the Bank, its affiliates and their respective officers, directors, and employees (the "Indemnified Parties") from and against any and all losses, liabilities, claims, damages, penalties, fines, judgments, awards, settlements, taxes, costs, fees, expenses (including reasonable attorneys' fees) and disbursements actually sustained by any such Indemnified Party based on, arising out of, relating to or otherwise in respect of any inaccuracies in or any breach of any representation, warranty, covenant or

agreement of such purchaser.

For Regulation S Notes, Rule 144A Notes and Unified Notes:

(1) The Notes will be offered and sold only (i) to QIBs in reliance upon the exemption from registration provided by Rule 144A or (ii) outside the United States and only to non-U.S. persons in offshore transactions in compliance with Regulation S.

(2) Such purchaser is: (a) a QIB and is aware that the sale to it is being made in reliance on Rule 144A; or (b) a non-U.S. person making the purchase in compliance with Regulation S.

(3) Such purchaser understands and acknowledges that the Notes have not been, and will not be, registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth in this "Notice to Investors" section. Such purchaser also acknowledges that it is hereby notified that the offer and sale of any 144A Notes to it may be made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A.

(4) In the case of a purchaser of Rule 144A Notes or Unified Notes, such purchaser shall not resell or otherwise transfer any of such Notes, unless such resale or transfer is made in compliance with the restrictions set forth in the legend appearing below under "For Rule 144A Notes" or "For Unified Notes", respectively.

(5) In the case of a purchaser of Regulation S Notes, such purchaser acknowledges that until 40 days after the commencement of the offering of the Regulation S Notes, any offer or sale of such Notes within the United States by a broker/dealer (whether or not participating in the offering) not made in compliance with Rule 144A may violate the registration requirements of the Securities Act.

(6) Such purchaser will, and each subsequent holder or beneficial owner is required to, notify any subsequent purchaser or transferee of Notes from it of the restrictions (if any) on transfer of such Notes.

(7) Such purchaser acknowledges that none of the Bank, the Trustee (as defined herein) or any other agent or appointee under the Indenture (as defined herein), as applicable, will be required to accept for registration of transfer any Notes acquired by it, except upon presentation of evidence satisfactory to it that the restrictions on transfer (if any) set forth herein and in the applicable Supplement have been complied with.

For Notes Offered and Sold Pursuant to Any Other Exemption from Registration:

(1) The Notes will be offered and sold only pursuant to an exemption from registration under the Securities Act as set forth in the applicable Supplement.

(2) Such purchaser has executed, delivered and is in compliance with the provisions of an investor representation letter substantially in the form attached as an annex to the applicable Supplement.

(3) Such purchaser understands and acknowledges that the Notes may not be transferred or resold except as permitted under the Securities Act or exemption therefrom and as permitted herein, in the applicable Supplement and in the investor representation letter.

(4) Such purchaser acknowledges that none of the Bank, the Trustee (as defined herein) or any other agent or appointee under the Indenture (as defined herein), as applicable, will be required to accept for registration of transfer any Notes acquired by it, except upon presentation of evidence satisfactory to it that the restrictions on transfer set forth herein, in the applicable Supplement and in the investor representation letter, including the provision of an executed investor representation letter, have been complied with.

The certificates representing the Notes will bear a legend to the following effect, as may be amended in the applicable Supplement unless the Bank determines otherwise in compliance with applicable law:

For Unified Notes:

THE NOTES EVIDENCED HEREBY (THE "NOTES") HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE "SECURITIES ACT") OR ANY OTHER APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING THE NOTES OR ANY BENEFICIAL INTEREST THEREIN, AGREES

FOR THE BENEFIT OF THE BANK THAT THE NOTES MAY BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY IN COMPLIANCE WITH THE SECURITIES ACT AND OTHER APPLICABLE LAWS AND ONLY (1) OUTSIDE THE UNITED STATES AND ONLY TO NON-U.S. PERSONS IN OFFSHORE TRANSACTIONS IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT, (2) WITHIN THE UNITED STATES PURSUANT TO RULE 144A UNDER THE SECURITIES ACT TO A PERSON WHO THE HOLDER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER AS DEFINED IN RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER WHO THE HOLDER HAS INFORMED, IN EACH CASE, THAT THE REOFFER, RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A OR (3) TO THE BANK OR ITS AFFILIATES.

For Rule 144A Notes:

THE NOTES EVIDENCED HEREBY (THE "NOTES") HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE "SECURITIES ACT") OR ANY OTHER APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING THE NOTES OR ANY BENEFICIAL INTEREST THEREIN, AGREES FOR THE BENEFIT OF THE BANK THAT THE NOTES MAY BE REOFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY IN COMPLIANCE WITH THE SECURITIES ACT AND OTHER APPLICABLE LAWS AND ONLY (1) WITHIN THE UNITED STATES PURSUANT TO RULE 144A UNDER THE SECURITIES ACT TO A PERSON WHO THE HOLDER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER AS DEFINED IN RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER WHO THE HOLDER HAS INFORMED, IN EACH CASE, THAT THE REOFFER, RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A OR (2) TO THE BANK OR ITS AFFILIATES.

For Regulation S Notes:

THE NOTES EVIDENCED HEREBY (THE "NOTES") HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE "SECURITIES ACT") OR ANY OTHER APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING THE NOTES OR ANY BENEFICIAL INTEREST THEREIN, AGREES FOR THE BENEFIT OF THE BANK THAT THE NOTES MAY NOT BE OFFERED, SOLD OR DELIVERED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF ANY U.S. PERSON, AND MAY ONLY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (1) OUTSIDE THE UNITED STATES AND ONLY TO NON-U.S. PERSONS IN OFFSHORE TRANSACTIONS IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT OR (2) TO THE BANK OR ITS AFFILIATES.

For Notes offered and sold pursuant to any other exemption from registration under the Securities Act:

THE NOTES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THE HOLDER OF THIS NOTE AGREES FOR THE BENEFIT OF THE BANK THAT (I) THE SECURITIES EVIDENCED HEREBY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT (IF AVAILABLE) AND IN COMPLIANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND ANY APPLICABLE NON U.S. JURISDICTIONS, (II) IT WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO (A) NOTIFY ANY PURCHASER OF ANY OF THE NOTES EVIDENCED HEREBY OF THE RESTRICTIONS REFERRED TO IN (I) ABOVE AND IT SHALL BE BOUND BY THE TRANSFER RESTRICTIONS SET FORTH ABOVE AND IN THE INVESTOR REPRESENTATION LETTER AND (B) EXECUTE AND DELIVER THE INVESTOR REPRESENTATION LETTER AND (III) IT WILL AND EACH SUBSEQUENT HOLDER WILL, INDEMNIFY THE BANK AND ITS AFFILIATES AGAINST ANY LIABILITY THAT MAY RESULT IF THE TRANSFER IS NOT MADE IN ACCORDANCE WITH APPLICABLE LAWS AND THE TERMS OF THE INVESTOR REPRESENTATION LETTER.

For Bail-inable Notes:

BY ITS ACQUISITION OF AN INTEREST IN ANY BAIL-INABLE NOTE, EACH HOLDER OR BENEFICIAL OWNER OF A BAIL-INABLE NOTE SHALL BE DEEMED TO ATTORN AND SUBMIT TO THE JURISDICTION OF THE COURTS IN THE PROVINCE OF ONTARIO WITH RESPECT TO ACTIONS, SUITS AND PROCEEDINGS ARISING OUT OF OR RELATING TO THE OPERATION OF THE CDIC ACT AND THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN IN RESPECT OF THE BAIL-INABLE NOTES.

For all Notes:

EACH HOLDER AND BENEFICIAL OWNER OF THE NOTES IS DEEMED TO REPRESENT THAT, ON EACH DAY FROM AND INCLUDING THE DATE OF ITS PURCHASE OF THE NOTES THROUGH AND INCLUDING THE DATE OF ITS DISPOSITION OF THE NOTES, EITHER (I) IT IS NOT AND IS NOT PURCHASING ANY NOTES ON BEHALF OF OR WITH THE ASSETS OF (A) A PENSION, PROFIT SHARING OR OTHER EMPLOYEE BENEFIT PLAN (EACH, AN "EMPLOYEE BENEFIT PLAN") SUBJECT TO TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"); (B) A "PLAN" DEFINED IN SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") (INCLUDING INDIVIDUAL RETIREMENT ACCOUNTS AND "KEOGH" PLANS) WHICH IS SUBJECT TO SECTION 4975 OF THE CODE; OR (C) AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" OF ANY EMPLOYEE BENEFIT PLAN SUBJECT TO TITLE I OF ERISA OR PLAN SUBJECT TO SECTION 4975 OF THE CODE OR (II) ITS PURCHASE AND HOLDING OF SUCH NOTES WILL NOT CONSTITUTE A NON-EXEMPT PROHIBITED TRANSACTION UNDER TITLE I OF ERISA OR SECTION 4975 OF THE CODE. FURTHER, EACH HOLDER AND BENEFICIAL OWNER OF THE NOTES THAT IS A GOVERNMENTAL PLAN (AS DEFINED IN SECTION 3(32) OF ERISA), A CHURCH PLAN (AS DEFINED IN SECTION 3(33) OF ERISA), A NON-U.S. PLAN (AS DESCRIBED IN SECTION 4(B)(4) OF ERISA) OR OTHER PLAN THAT IS NOT SUBJECT TO THE FIDUCIARY RESPONSIBILITY OR PROHIBITED TRANSACTION PROVISIONS OF TITLE I OF ERISA OR SECTION 4975 OF THE CODE WILL BE DEEMED TO HAVE REPRESENTED THAT ITS PURCHASE AND HOLDING WILL NOT VIOLATE ANY APPLICABLE REGULATIONS, RULES OR LAWS SIMILAR TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OR PROHIBITED TRANSACTION PROVISIONS OF TITLE I OF ERISA AND/OR SECTION 4975 OF THE CODE.

PRESENTATION OF FINANCIAL INFORMATION

The Bank prepares its consolidated financial statements in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board. Additionally, the Bank publishes its consolidated financial statements in Canadian dollars. In this Base Offering Memorandum and any applicable Supplement, currency amounts are stated in Canadian dollars, unless specified otherwise. References to "$," "Cdn$" and "dollars" are to Canadian dollars, and references to "US $" are to U.S. dollars.

CAUTION REGARDING FORWARD-LOOKING STATEMENTS

This Base Offering Memorandum and any applicable Supplement, including documents incorporated by reference herein and therein, may contain forward-looking information or forward-looking statements (collectively, "forward-looking statements"). All such statements are made pursuant to the "safe harbor" provisions of the U.S. Private Securities Litigation Reform Act of 1995 and any applicable Canadian securities legislation. Forward-looking statements may include, but are not limited to, statements made in this Base Offering Memorandum, any applicable Supplement, the "Management's Discussion and Analysis" in the Bank's Annual Report on Form 40-F for the fiscal year ended October 31, 2022 under the headings "Outlook", as updated by the Bank's quarterly reports and in other statements regarding the Bank's objectives, strategies to achieve those objectives, the regulatory environment in which the Bank operates, anticipated financial results, and the outlook for the Bank's businesses and for the Canadian, U.S. and global economies. Such statements are typically identified by words or phrases such as "believe," "expect," "foresee," "forecast," "anticipate," "intend," "estimate," "plan," "goal," "target," "project," "commit," "objective," and similar expressions of future or conditional verbs, such as "will," "may," "should," "would," "might," "can" and "could" and positive and negative variations thereof.

By their very nature, forward-looking statements require us to make assumptions and are subject to inherent risks and uncertainties, which give rise to the possibility that our predictions, forecasts, projections, expectations or conclusions will not prove to be accurate, that our assumptions may not be correct and that our financial performance objectives, vision and strategic goals will not be achieved.

We caution readers not to place undue reliance on these statements as a number of risk factors, many of which are beyond our control and effects of which can be difficult to predict, could cause our actual results to differ materially from the expectations, targets, estimates or intentions expressed in such forward-looking statements.

The future outcomes that relate to forward-looking statements may be influenced by many factors, including but not limited to: general economic and market conditions in the countries in which we operate; changes in currency and interest rates; increased funding costs and market volatility due to market illiquidity and competition for funding; the failure of third parties to comply with their obligations to the Bank and its affiliates; changes in monetary, fiscal, or economic policy and tax legislation and interpretation; changes in laws and regulations or in supervisory expectations or requirements, including capital, interest rate and liquidity requirements and guidance, and the effect of such changes on funding costs; changes to our credit ratings; the possible effects on our business of war or terrorist actions and unforeseen consequences arising from such actions; operational and infrastructure risks; reputational risks; the accuracy and completeness of information the Bank receives on customers and counterparties; the timely development and introduction of new products and services, and the extent to which products or services previously sold by the Bank require the Bank to incur liabilities or absorb losses not contemplated at their origination; our ability to execute our strategic plans, including the successful completion of acquisitions and dispositions, including obtaining regulatory approvals; critical accounting estimates and the effect of changes to accounting standards, rules and interpretations on these estimates; global capital markets activity; the Bank's ability to attract, develop and retain key executives; the evolution of various types of fraud or other criminal behaviour to which the Bank is exposed; disruptions in or attacks (including cyber-attacks) on the Bank's information technology, internet, network access, or other voice or data communications systems or services; increased competition in the geographic and business areas in which we operate, including through internet and mobile banking and non-traditional competitors; exposure related to significant litigation and regulatory matters; climate change and other environmental and social risks, including sustainability that may arise, including from the Bank's business activities; the occurrence of natural and unnatural catastrophic events and claims resulting from such events; inflationary pressures; Canadian housing and household indebtedness; the emergence of widespread health

emergencies or pandemics, including the magnitude and duration of the COVID-19 pandemic and its impact on the global economy, financial market conditions and the Bank's business, results of operations, financial condition and prospects; and the Bank's anticipation of and success in managing the risks implied by the foregoing. A substantial amount of the Bank's business involves making loans or otherwise committing resources to specific companies, industries or countries. Unforeseen events affecting such borrowers, industries or countries could have a material adverse effect on the Bank's financial results, businesses, financial condition or liquidity. These and other factors may cause the Bank's actual performance to differ materially from that contemplated by forward-looking statements. The Bank cautions that the preceding list is not exhaustive of all possible risk factors and other factors could also adversely affect the Bank's results, for more information, please see the "Risk Management" section of the Bank's Annual Report on Form 40-F for the fiscal year ended October 31, 2022, as may be updated by the Bank's quarterly reports.

Material economic assumptions underlying the forward-looking statements contained in this Base Offering Memorandum are set out in the Bank's Annual Report on Form 40-F for the fiscal year ended October 31, 2022 under the headings "Outlook" as updated by quarterly reports. The "Outlook" sections are based on the Bank's views and the actual outcome is uncertain. Readers should consider the above-noted factors when reviewing these sections.

The preceding list of factors is not exhaustive of all possible risk factors and other factors could also adversely affect the Bank's results. When relying on forward-looking statements to make decisions with respect to the Bank and its securities, investors and others should carefully consider the preceding factors, other uncertainties and potential events. The forward-looking statements contained in this Base Offering Memorandum and any applicable Supplement are presented for the purpose of assisting the holders of the Bank's securities and financial analysts in understanding the Bank's financial position and results of operations as at and for the periods ended on the dates presented, as well as the Bank's financial performance objectives, vision and strategic goals, and may not be appropriate for other purposes. Except as required by law, the Bank does not undertake to update any forward-looking statements, whether written or oral, that may be made from time to time by or on its behalf.

WHERE YOU CAN FIND MORE INFORMATION

In addition to the continuous disclosure obligations under the securities laws of the provinces and territories of Canada, the Bank is subject to the informational reporting requirements of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files or furnishes reports and other information with the SEC. Under the multijurisdictional disclosure system adopted by the United States and Canada, such reports and other information may be prepared in accordance with the disclosure requirements of the provincial and territorial securities regulatory authorities of Canada, which requirements are different from those of the United States. As a foreign private issuer, the Bank is exempt from the rules under the Exchange Act prescribing the furnishing and content of proxy statements, and the Bank's officers and directors are exempt from the reporting and short swing profit recovery provisions contained in Section 16 of the Exchange Act. The Bank's reports and other information filed with or furnished to the SEC are available, and reports and other information filed or furnished in the future with or to the SEC will be available, from the SEC's Electronic Document Gathering and Retrieval System (http://www.sec.gov), which is commonly known by the acronym "EDGAR," as well as from commercial document retrieval services. The Bank's website address is *www.scotiabank.com*. The information contained on, or accessible through, the website does not constitute a part of this Base Offering Memorandum. The Bank has included the website address in this Base Offering Memorandum solely as an inactive textual reference.

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

We incorporate by reference the documents listed below and all documents which we subsequently file with the SEC (other than, in each case, documents or information deemed to have been furnished and not filed in accordance with the SEC rules) pursuant to Section 13(a), 13(c), 14, or 15(d) of the Exchange Act until the termination of the offering of the Notes under this Base Offering Memorandum:

- Report on Form 6-K filed on April 9, 2015 (Acc-no: 0001193125-15-124428);
- Annual Report on Form 40-F for the fiscal year ended October 31, 2022, filed on November 29, 2022;
- Reports on Form 6-K filed on November 29, 2022 (eight filings) (Acc-nos: 0001193125-22-293913; 0001193125-22-293920; 0001193125-22-293939; 0001193125-22-293945; 0001193125-22-294036; 0001193125-22-294041; 0001193125-22-294062; and 0001193125-22-294087);
- Report on Form 6-K filed on December 6, 2022 (Acc-no: 0001193125-22-298971);
- Report on Form 6-K filed on February 2, 2023 (Acc-no: 0001193125-23-022534);
- Reports on Form 6-K filed on February 28, 2023 (six filings) (Acc-nos: 0001193125-23-052195; 0001193125-23-052201; 0001193125-23-052229; 0001193125-23-052287; 0001193125-23-052351; 0001193125-23-052390); and
- Report on Form 6-K filed on March 3, 2023 (Acc-no: 0001193125-23-059109).

The information incorporated by reference is considered to be a part of this Base Offering Memorandum and should be read with the same care. When we update the information contained in documents that have been incorporated by reference by making future filings with the SEC the information incorporated by reference in this Base Offering Memorandum is considered to be automatically updated and superseded. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. In other words, in the case of a conflict or inconsistency between information contained in this Base Offering Memorandum and information incorporated by reference into this Base Offering Memorandum, you should rely on the information contained in the document that was filed later. The making of a modifying or superseding statement shall not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall not be deemed, except as so modified or superseded to constitute a part of this Base Offering Memorandum.

We may also incorporate any other Form 6-K that we furnish to the SEC on or after the date of this Base Offering Memorandum and prior to the termination of any offering contemplated in this Base Offering Memorandum if the Form 6-K filing specifically states that it is incorporated by reference into the registration statement of which this Base Offering Memorandum forms a part.

You may request a copy of these filings, other than an exhibit to a filing unless that exhibit is specifically incorporated by reference into that filing, at no cost, by writing to or telephoning us at the following address:

The Bank of Nova Scotia
Scotia Plaza
44 King Street West
Toronto, Ontario
Canada M5H 1H1
Attention: Global Equity Derivatives Desk

Upon a new annual report being filed by the Bank with, and, where required, accepted by, the SEC, the previous annual report will be deemed no longer incorporated by reference into this Base Offering Memorandum for the purposes of further offers and sales of Notes under this Base Offering Memorandum.

Applicable Supplements containing the specific terms of an offering of Notes will be delivered to purchasers of such Notes together with this Base Offering Memorandum and will be deemed to be incorporated by reference into this Base Offering Memorandum as of the date of the applicable Supplement solely for the purposes of the offering of the Notes covered by the applicable Supplements, unless otherwise expressly provided therein.

RISK FACTORS

Investment in these Notes is subject to various risks including those risks inherent in conducting the business of a diversified financial institution. Before deciding whether to invest in any Notes, you should consider carefully the risks set out herein and incorporated by reference in this Base Offering Memorandum (including subsequently filed documents incorporated by reference) and, if applicable, those described in the applicable Supplements relating to a specific offering of Notes. You should also consider the categories of risks identified and discussed in the Bank's Annual Report on Form 40-F for the fiscal year ended October 31, 2022, as amended by the Bank's quarterly reports, which are incorporated herein by reference, including credit risk, market risk, liquidity risk, operational risk, reputational risk, environmental risk, insurance risk and strategic risk, those summarized under "Caution Regarding Forward-Looking Statements" above, as well as the following:

It may be difficult to enforce U.S. civil liability claims against the Bank.

The Bank is incorporated under the federal laws of Canada under the *Bank Act* (Canada) (the "Bank Act"). Substantially all of our directors and executive officers, and all or a substantial portion of our assets and the assets of such persons are located outside the United States. As a result, it may be difficult for you to effect service of process within the United States upon such persons, or to realize upon judgments rendered against us or such persons by the courts of the United States predicated upon, among other things, the civil liability provisions of the federal securities laws of the United States. In addition, it may be difficult for you to enforce, in original actions brought in courts in jurisdictions located outside the United States, among other things, civil liabilities predicated upon such securities laws. Based on the foregoing, it may not be possible for U.S. investors to enforce against us any judgments obtained in U.S. courts in civil and commercial matters, including judgments under the U.S. federal securities laws.

Holders may not be entitled to receive U.S. dollars in a winding-up.

If you are entitled to any recovery with respect to your Notes in any winding-up, you might not be entitled in those proceedings to a recovery in U.S. dollars and might be entitled only to a recovery in Canadian dollars.

Risks Related to the Notes

The Notes will be subject to risks, including non-payment in full or, in the case of Bail-inable Notes, conversion in whole or in part—by means of a transaction or series of transactions and in one or more steps—into common shares of the Bank or any of its affiliates, under Canadian bank resolution powers.

Under Canadian bank resolution powers, the Canada Deposit Insurance Corporation ("CDIC") may, in circumstances where the Bank has ceased, or is about to cease, to be viable, assume temporary control or ownership of the Bank and may be granted broad powers by one or more orders of the Governor in Council (*Canada*), each of which we refer to as an "Order," including the power to sell or dispose of all or a part of the assets of the Bank, and the power to carry out or cause the Bank to carry out a transaction or a series of transactions the purpose of which is to restructure the business of the Bank. As part of the Canadian bank resolution powers, certain provisions of, and regulations under, the Bank Act, the CDIC Act and certain other Canadian federal statutes pertaining to banks, which we refer to collectively as the "Bail-In Regime," provide for a bank recapitalization regime for banks designated by the Superintendent of Financial Institutions (*Canada*) (the "Superintendent") as domestic systemically important banks, which include the Bank. We refer to those domestic systemically important banks as "D-SIBs". See "Description of the Notes We May Offer—Canadian Bank Resolution Powers" for a description of the Canadian bank resolution powers, including the Bail-In Regime.

If the CDIC were to take action under the Canadian bank resolution powers with respect to the Bank, this could result in holders or beneficial owners of the Notes being exposed to losses and, in the case of Bail-inable Notes, conversion of such Bail-inable Notes in whole or in part—by means of a transaction or series of transactions and in one or more steps—into common shares of the Bank or any of its affiliates, which we refer to as a "Bail-In Conversion". Subject to certain exceptions discussed under "Description of the Notes We May Offer—Canadian Bank Resolution Powers," Notes issued on or after September 23, 2018, with an initial or amended term to maturity (including explicit or embedded options) greater than 400 days, that are unsecured or partially secured and that have been assigned a Common Code, CUSIP or ISIN or similar identification number, are subject to Bail-In Conversion. We refer to Notes that are subject to Bail-In Conversion as "Bail-inable Notes".

Upon a Bail-In Conversion, if your Bail-inable Notes or any portion thereof are converted into common shares of the Bank or any of its affiliates, you will be obligated to accept those common shares, even if you do not at the time consider the common shares to be an appropriate investment for you, and despite any change in the Bank or any of its affiliates, or the fact that the common shares may be issued by an affiliate of the Bank, or any disruption to or lack of a market for the common shares or disruption to capital markets generally.

As a result, you should consider the risk that you may lose all of your investment, including the principal amount plus any accrued interest, if the CDIC were to take action under the Canadian bank resolution powers, including the Bail-In Regime, and that any remaining outstanding Notes, or common shares of the Bank or any of its affiliates into which Bail-inable Notes are converted, may be of little value at the time of a Bail-In Conversion and thereafter. Such losses may not be offset by compensation, if any, received as part of the compensation process.

The Indenture will provide only limited acceleration and enforcement rights for Bail-inable Notes issued thereunder and includes other provisions intended to qualify Bail-inable Notes as TLAC.

In connection with the Bail-In Regime, the Office of the Superintendent of Financial Institutions' ("OSFI") guideline (the "TLAC Guideline") on Total Loss Absorbing Capacity ("TLAC") applies to and establishes standards for D-SIBs, including the Bank. Under the TLAC Guideline, beginning November 1, 2021, the Bank is required to maintain a minimum capacity to absorb losses composed of unsecured external long-term debt that meets the prescribed criteria or regulatory capital instruments to support recapitalization in the event of a failure. Bail-inable Notes and regulatory capital instruments that meet certain prescribed criteria, which are discussed under "Description of the Notes We May Offer—Canadian Bank Resolution Powers," will constitute TLAC of the Bank.

In order to comply with the TLAC Guideline, where the Bail-inable Notes contain events of default, the Indenture under which Bail-inable Notes may be issued provides that, for any Bail-inable Notes, acceleration will only be permitted (i) if we default in the payment of the principal of, or interest on, any Note of that series and, in each case, the default continues for a period of 30 business days, or (ii) certain bankruptcy, insolvency or reorganization events occur.

Holders or beneficial owners of Bail-inable Notes may only exercise, or direct the exercise of, the rights described under "Description of the Notes We May Offer—Events of Default—Remedies If an Event of Default Occurs" where an Order has not been made under Canadian bank resolution powers pursuant to subsection 39.13(1) of the CDIC Act in respect of the Bank. Notwithstanding the exercise of those rights, Bail-inable Notes will continue to be subject to Bail-In Conversion until repaid in full.

The Indenture also provides that holders or beneficial owners of Bail-inable Notes will not be entitled to exercise, or direct the exercise of, any set-off or netting rights with respect to Bail-inable Notes. In addition, where an amendment, modification or other variance that can be made to the Indenture or the Bail-inable Notes as described under "Description of the Notes We May Offer—Modification and Waiver of the Notes" would affect the recognition of those Bail-inable Notes by the Superintendent as TLAC, that amendment, modification or variance will require the prior approval of the Superintendent.

The circumstances surrounding a Bail-In Conversion are unpredictable and can be expected to have an adverse effect on the market price of Bail-inable Notes.

The decision as to whether the Bank has ceased, or is about to cease, to be viable is a subjective determination by the Superintendent that is outside the control of the Bank. Upon a Bail-In Conversion, the interests of depositors and holders of liabilities and securities of the Bank that are not converted will effectively all rank in priority to the portion of Bail-inable Notes that are converted. In addition, the rights of holders in respect of the Bail-inable Notes that have been converted will rank on parity with other holders of common shares of the Bank (or, as applicable, common shares of the affiliate whose common shares are issued on the Bail-In Conversion).

There is no limitation on the type of Order that may be made where it has been determined that the Bank has ceased, or is about to cease, to be viable. As a result, you may be exposed to losses through the use of Canadian bank resolution powers other than Bail-In Conversion or in liquidation. See "—The Bank's Notes will be subject to

risks, including non-payment in full or, in the case of Bail-inable Notes, conversion in whole or in part—by means of a transaction or series of transactions and in one or more steps—into common shares of the Bank or any of its affiliates, under Canadian bank resolution powers" above.

Because of the uncertainty regarding when and whether an Order will be made and the type of Order that may be made, it will be difficult to predict when, if at all, Bail-inable Notes could be converted into common shares of the Bank or any of its affiliates, and there is not likely to be any advance notice of an Order. As a result of this uncertainty, trading behavior in respect of Bail-inable Notes may not follow trading behavior associated with convertible or exchangeable securities or, in circumstances where the Bank is trending towards ceasing to be viable, other senior debt securities. Any indication, whether real or perceived, that the Bank is trending towards ceasing to be viable can be expected to have an adverse effect on the market price of Bail-inable Notes, whether or not the Bank has ceased, or is about to cease, to be viable. Therefore, in those circumstances, holders of Bail-inable Notes may not be able to sell such Bail-inable Notes easily or at prices comparable to those of Notes not subject to Bail-In Conversion.

The number of common shares to be issued in connection with, and the number of common shares that will be outstanding following, a Bail-In Conversion are unknown. It is also unknown whether the shares to be issued will be those of the Bank or one of its affiliates.

Under the Bail-In Regime, there is no fixed and pre-determined contractual conversion ratio for the conversion of Bail-inable Notes, or other shares or liabilities of the Bank that are subject to a Bail-In Conversion, into common shares of the Bank or any of its affiliates, nor are there specific requirements regarding whether liabilities subject to a Bail-In Conversion are converted into common shares of the Bank or any of its affiliates. CDIC determines the timing of the Bail-In Conversion, the portion of bail-inable shares and liabilities to be converted and the terms and conditions of the conversion, subject to parameters set out in the Bail-In Regime, which are discussed under "Description of the Notes We May Offer—Canadian Bank Resolution Powers".

As a result, it is not possible to anticipate the potential number of common shares of the Bank or its affiliates that would be issued in respect of any Bail-inable Note converted in a Bail-In Conversion, the aggregate number of such common shares that will be outstanding following the Bail-In Conversion, the effect of dilution on the common shares received from other issuances under or in connection with an Order or related actions in respect of the Bank or its affiliates or the value of any common shares you may receive for your converted Bail-inable Notes, which could be significantly less than the principal amount of those Bail-inable Notes. It is also not possible to anticipate whether shares of the Bank or shares of its affiliates would be issued in a Bail-In Conversion. There may be an illiquid market, or no market at all, in the common shares issued upon a Bail-In Conversion and you may not be able to sell those common shares at a price equal to the value of your converted Bail-inable Notes and as a result may suffer significant losses that may not be offset by compensation, if any, received as part of the compensation process. Fluctuations in exchange rates may exacerbate those losses.

By acquiring Bail-inable Notes, you are deemed to agree to be bound by a Bail-In Conversion and so will have no further rights in respect of your Bail-inable Notes to the extent those Bail-inable Notes are converted in a Bail-In Conversion, other than those provided under the Bail-In Regime. Any potential compensation to be provided through the compensation process under the CDIC Act is unknown.

The CDIC Act provides for a compensation process for holders of Bail-inable Notes who, immediately prior to the making of an Order, directly or through an intermediary, own Bail-inable Notes that are converted in a Bail-In Conversion. Given the considerations involved in determining the amount of compensation, if any, that a holder that held Bail-inable Notes may be entitled to following an Order, it is not possible to anticipate what, if any, compensation would be payable in such circumstances. By acquiring an interest in any Bail-inable Note, you are deemed to agree to be bound by a Bail-In Conversion and so will have no further rights in respect of your Bail-inable Notes to the extent those Bail-inable Notes are converted in a Bail-In Conversion, other than those provided under the Bail-In Regime. See "Description of the Notes We May Offer—Canadian Bank Resolution Powers" in this Base Offering Memorandum for a description of the compensation process under the CDIC Act.

Following a Bail-In Conversion, holders or beneficial owners that held Bail-inable Notes that have been converted will no longer have rights against the Bank as creditors.

Upon a Bail-In Conversion, the rights, terms and conditions of the portion of Bail-inable Notes that are converted, including with respect to priority and rights on liquidation, will no longer apply as the portion of converted Bail-inable Notes will have been converted on a full and permanent basis into common shares of the Bank or any of its affiliates ranking on parity with all other outstanding common shares of that entity. If a Bail-In Conversion occurs, then the interest of the depositors, other creditors and holders of liabilities of the Bank not bailed in as a result of the Bail-In Conversion will all rank in priority to those common shares.

Given the nature of the Bail-In Conversion, holders or beneficial owners of Bail-inable Notes that are converted will become holders or beneficial owners of common shares at a time when the Bank's and potentially its affiliates' financial condition has deteriorated. They may also become holders or beneficial owners of common shares at a time when the relevant entity may have received or may receive a capital injection or equivalent support with terms that may rank in priority to the common shares issued in a Bail-In Conversion with respect to payment of dividends, rights on liquidation or other terms although there is no certainty that any such capital injection or support will be forthcoming.

We may redeem Bail-inable Notes after the occurrence of a TLAC Disqualification Event.

If a TLAC Disqualification Event (as defined herein) is specified in the applicable Supplement, we may, at our option, with the prior approval of the Superintendent, redeem all but not less than all of the particular Bail-inable Notes prior to their stated maturity date after the occurrence of the TLAC Disqualification Event, at the time or times and at the redemption price or prices specified in that applicable Supplement, together with unpaid interest accrued thereon to, but excluding, the date fixed for redemption. If we redeem Bail-inable Notes, you may not be able to reinvest the redemption proceeds in securities offering a comparable anticipated rate of return. Additionally, although the terms of the Bail-inable Notes are anticipated to be established to satisfy the TLAC criteria within the meaning of the TLAC Guideline to which the Bank is subject, it is possible that any Bail-inable Notes may not satisfy the criteria in future rulemakings or interpretations.

Although the Indenture and our Notes are primarily governed by New York law, certain provisions are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

The Indenture and our Notes will be governed by, and construed in accordance with, the laws of the State of New York, except for the provisions relating to the bail-in acknowledgment of holders and beneficial owners of Bail-inable Notes in the Indenture and certain provisions relating to the status of the Notes, which will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Generally, in an action commenced in a Canadian court for the enforcement of an Indenture or any Notes, a plaintiff will be required to prove those non-Canadian laws as a matter of fact by the evidence of persons who are experts in those laws.

THE BANK OF NOVA SCOTIA

The Bank is a Canadian chartered bank under the Bank Act. The Bank Act is the charter of the Bank and governs its operations.

The Bank is a leading bank in the Americas. Through its team of more than 90,000 employees and assets of approximately $1.3 trillion (as at January 31, 2023), the Bank and its affiliates offer a broad range of advice, products and services, including personal and commercial banking, wealth management and private banking, corporate and investment banking, and capital markets to its 25 million customers. The Bank's common shares trade on the Toronto Stock Exchange (TSX:BNS) and New York Stock Exchange (NYSE: BNS).

A list of the principal subsidiaries directly or indirectly owned or controlled by the Bank as at October 31, 2022 is incorporated by reference from the Bank's Annual Report on Form 40-F for the fiscal year ended October 31, 2022.

The registered and head office of the Bank is located at 1709 Hollis Street, Halifax, Nova Scotia, B3J 1W1 and its executive offices are located at Scotia Plaza, 44 King Street West, Toronto, Ontario, M5H 1H1, its telephone number is (416) 866-3672 and its legal entity identifier number is L3I9ZG2KFGXZ61BMYR72.

Certain Matters Relating to the Bank's Board of Directors

Under the Bank Act, the Bank's board of directors must have at least seven members and the Bank's board of directors may establish by by-law a minimum and maximum number of directors. Under the Bank's by-laws, the minimum number of directors is the minimum required by the Bank Act and the maximum number of directors is 35. The Bank's by-laws also provide that the number of directors to be elected at any annual meeting of shareholders of the Bank will be fixed by the board of directors before the meeting. The Bank currently has 14 directors. The Bank Act requires that no more than two-thirds of the directors may be affiliated with the Bank, and no more than 15% of the directors may be employees of the Bank or a subsidiary of the Bank, except that up to four employees may be directors if they constitute not more than 50% of the directors. Under the Bank Act, a majority of the directors of the Bank must be resident Canadians and, except in limited circumstances, directors may not transact business at a meeting of directors or a committee of directors at which a majority of the directors present are not resident Canadians. Under the Bank Act, the directors may not transact business at a meeting of the directors unless at least one of the directors who is not affiliated with the Bank is present unless an unaffiliated director subsequently approves the business transacted at the meeting. Subject to the Bank Act, a quorum for the transaction of business at any meeting of the board of directors shall consist of a majority of directors. The Bank Act also requires the directors of a bank to appoint from their members a chief executive officer who must ordinarily be resident in Canada.

Under the Bank Act, any director or the entire board of directors may be removed, with or without cause, with the approval of a majority of the votes cast at a special meeting of shareholders. A vacancy created by such removal may be filled at the meeting or by a quorum of the directors. In accordance with the Bank's governance policy, directors appointed or elected before December 3, 2010 must retire on the earlier of (1) April 1, 2021, or (2) when they turn 70. However, if at age 70 a director appointed before December 3, 2010 has not served 10 years, their term is extended and they must retire by the end of a 10 year term. Directors appointed or elected between December 3, 2010 and July 1, 2015 must retire on the earlier of (1) the completion of a 15 year term, or (2) when they turn 70. However, if at age 70 a director elected between December 3, 2010 and July 1, 2015 has not served 10 years, their term is extended and they must retire by the end of a 10 year term. Directors appointed or elected after July 1, 2015 may serve on the board for a twelve year term.

Conflicts of Interest

The Bank Act contains detailed provisions with regard to a director's power to vote on a material contract or material transaction in which the director is interested. These provisions include procedures for: disclosure of the conflict of interest and the timing for such disclosure; the presence of directors at board meetings where the contract or transaction giving rise to the conflict of interest is being considered, and voting with respect to the contract or transaction giving rise to the conflict of interest; and other provisions for dealing with such conflicts

of interest. The Bank Act also contains detailed provisions regarding transactions with persons who are related parties of the Bank, including directors of the Bank. See "—*Borrowing Powers*".

Compensation

The by-laws of the Bank have provisions with regard to remuneration of directors. The board of directors may, from time to time, by resolution determine their remuneration that may be paid, but such remuneration may not exceed in each year an aggregate cap set out in the by-laws, and individually may be in such amounts as the board may determine by resolution. The directors may also be paid their reasonable out-of-pocket expenses incurred in attending meetings of the board, shareholders or committees of the board.

Directors are required to hold common shares and/or directors' deferred stock units ("DDSU") with a value of not less than five times the equity portion of their remuneration ($725,000 for directors and $850,000 for the Chairman) and directors have five years to meet this requirement. The redemption value of a DDSU is equal to the market value of a common share at the time of redemption. The value of DDSUs is tied to the future value of the common shares. However, DDSUs do not entitle the holder to voting or other shareholder rights.

Borrowing Powers

The directors of the Bank may, without authorization of the shareholders, authorize the Bank to borrow money. The Bank Act, however, prohibits the Bank from entering into transactions with persons who are deemed to be related parties of the Bank, subject to certain exceptions. Related party transactions may include loans made on the credit of the Bank.

DESCRIPTION OF THE NOTES WE MAY OFFER

References to "the Bank," "us," "we" or "our" in this section mean The Bank of Nova Scotia, and do not include the subsidiaries of The Bank of Nova Scotia. Also, in this section, references to "holders" mean those who own Notes registered in their own names, on the books that we, the Trustee or any designated Security Registrar (as defined herein) maintain for this purpose, and not those who own beneficial interests in Notes registered in street name or in Notes issued in book-entry form through one or more depositaries. When we refer to "you" in this Base Offering Memorandum, we mean all purchasers of the Notes being offered by this Base Offering Memorandum, whether they are the holders or only indirect owners of those Notes. Owners of beneficial interests in the Notes should read the section below entitled "*Legal Ownership and Book-Entry Issuance*".

The following description sets forth certain general terms and provisions of the Notes. We will provide particular terms and provisions of a series of Notes and a description of how the general terms and provisions described below may apply to that series in the applicable supplements. Prospective investors should rely on information in the applicable Supplements if it is different from the following information.

The Notes will be senior in right of payment and will not be secured by any of our property or assets or the property or assets of our subsidiaries. Thus, by owning a Note, you are one of our unsecured creditors.

The Notes will be issued under our Indenture described below and will be unsubordinated obligations that rank equally with all of our other unsecured and unsubordinated debt, including deposit liabilities, other than certain governmental claims in accordance with applicable law and subject to Canadian bank resolution powers. The Indenture does not limit our ability to incur additional indebtedness.

Notes issued on or after September 23, 2018 may, depending on their terms, be subject to the Bail-In Regime (as defined below under "*—Canadian Bank Resolution Powers*") and Bail-In Conversion (as defined below under "*—Special Provisions Related to Bail-inable Notes*").

In the event we become insolvent, our governing legislation provides that priorities among payments of our deposit liabilities (including payments in respect of the Notes) and payments of all of our other liabilities are to be determined in accordance with the laws governing priorities and, where applicable, by the terms of the indebtedness and liabilities. In addition, our right to participate in any distribution of the assets of our banking or non-banking subsidiaries, upon a subsidiary's dissolution, winding-up, liquidation or reorganization or otherwise, and thus your ability to benefit indirectly from such distribution, is subject to the prior claims of creditors of that subsidiary, except to the extent that we may be a creditor of that subsidiary and our claims are recognized. There are legal limitations on the extent to which some of our subsidiaries may extend credit, pay dividends or otherwise supply funds to, or engage in transactions with, us or some of our other subsidiaries. Accordingly, the Notes will be structurally subordinated to all existing and future liabilities of our subsidiaries, and holders of Notes should look only to our assets for payments on the Notes.

The Notes will not constitute deposits insured under the CDIC Act or by the United States Federal Deposit Insurance Corporation or any other Canadian or United States governmental agency or instrumentality.

The Senior Notes Indenture

The Notes are governed by the senior notes indenture, as amended and supplemented from time to time (the "Indenture"). The Indenture is a contract between us, Computershare Trust Company, N.A., and Citibank, N.A., London Branch.

Computershare Trust Company, N.A. serves as the trustee for the Notes (the "Trustee") and, with respect to Regulation S Notes and Unified Notes, the Trustee and the Bank have appointed Citibank, N.A., London Branch ("Citibank") to act as authenticating agent, paying agent and note registrar (in such capacities, the "Regulation S Agent").

The Trustee has two main roles:

- The Trustee can enforce the rights of holders against us if we default on our obligations under the terms of the Indenture or the Notes. There are some limitations on the extent to which the Trustee act on behalf of holders, described below under "*—Events of Default—Remedies If an Event of Default Occurs*".
- The Trustee performs administrative duties for us, such as sending interest payments and notices to holders and transferring a holder's Notes to a new buyer if a holder sells.

The Trustee and the Bank may, subject to certain conditions, appoint one or more entities with power to act on its behalf and subject to its direction in the authentication of Notes in connection with issuances, transfers and exchanges (an "Authentication Agent") and to perform certain other administrative duties. Unless otherwise specified in the applicable Supplement, Citibank will serve as an Authenticating Agent, Payment Agent and Security Registrar (as defined herein) for Regulation S Notes and Unified Notes.

The Indenture and their associated documents contain the full legal text of the matters described in this section. The Indenture and the Notes will be governed by New York law, except for the provisions relating to the bail-in acknowledgment of holders and beneficial owners of Bail-inable Notes in the Indenture and certain provisions relating to the status of the Notes, which will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

General

We may issue as many distinct series of Notes as we wish under the Indenture. The provisions of the Indenture allow us not only to issue Notes with terms different from those previously issued under the Indenture, but also to "re-open" a previous issue of a series of Notes and issue additional Notes of that series. The Bank does not intend to re-open a previous issue of a series of Notes where such re-opening would have the effect of making the Notes of such series subject to Bail-In Conversion. We may issue Notes in amounts that exceed the total amount specified on the cover of your applicable Supplement at any time without your consent and without notifying you. In addition, we may issue additional Notes of any series at any time without your consent and without notifying you. We may also issue other securities at any time without your consent and without notifying you. The Indenture does not limit our ability to incur other indebtedness or to issue other securities, and we are not subject to financial or similar restrictions under the Indenture.

This section summarizes the material terms of the Notes that are common to all series, subject to any modifications contained in an applicable Supplement. Most of the specific terms of your series will be described in the applicable Supplements accompanying this Base Offering Memorandum. As you read this section, please remember that the specific terms of your Note as described in the applicable Supplements will supplement and, if applicable, may modify or replace the general terms described in this section. If there are any differences between the information in the applicable Supplements and this Base Offering Memorandum, the information in the most recent applicable Supplement will control. Accordingly, the statements we make in this section may not apply to your Notes. Because this section is a summary, it does not describe every aspect of the Notes. This summary is subject to and qualified in its entirety by reference to all the provisions of the Indenture and the applicable series of Notes, including definitions of certain terms used in the Indenture and the applicable series of Notes. In this summary, we describe the meaning of only some of the more important terms. You must look to the Indenture or the applicable series of Notes for the most complete description of what we describe in summary form in this Base Offering Memorandum.

We may issue the Notes as original issue discount securities, which will be offered and sold at a substantial discount below their stated principal amount. An applicable Supplement relating to the original issue discount securities will describe U.S. federal income tax consequences and other special considerations applicable to them. The Notes may also be issued as indexed Notes or Notes denominated in foreign currencies or currency units, as described in more detail in the applicable Supplements relating to any of the particular Notes. The applicable Supplements relating to specific Notes will also describe any special considerations and any additional material tax

considerations applicable to such Notes.

When we refer to a series of Notes, we mean a series issued under the Indenture pursuant to which the Notes will be issued. Each series is a single distinct series under the Indenture pursuant to which they will be issued and we may issue Notes of each series in such amounts, at such times and on such terms as we wish. The Notes of each series will differ from one another, and from any other series, in their terms, but all Notes of a series together will constitute a single series for all purposes under the Indenture pursuant to which they will be issued.

We may issue Notes up to an aggregate principal amount as we may authorize from time to time. The applicable Supplement will describe the terms of any Notes being offered, including:

- the title of the series of Notes;
- whether the Notes are Bail-inable Notes (as defined below under "—Special Provisions Related to Bail-inable Notes") and, if so, the specific terms of any Bail-inable Notes;
- any limit on the aggregate principal amount of the series of Notes;
- the person to whom interest, if any, on a Note is payable, if other than the holder on the regular record date;
- the date or dates, if any, on which the Notes will mature;
- the rate or rates (which may be fixed or variable) per annum, at which the Notes will bear interest, if any, how to calculate the interest rate or rates and the date or dates from which that interest, if any, will accrue;
- the dates on which such interest, if any, will be payable and the regular record dates for such interest payment dates;
- the place or places where the principal of, premium, if any, and interest on the Notes is payable;
- any mandatory or optional sinking funds or similar provisions or provisions for redemption at our option or the option of the holder;
- if applicable, the date after which, the price at which, the periods within which and the terms and conditions upon which the Notes may, pursuant to any optional or mandatory redemption provisions, be redeemed and other detailed terms and provisions of those optional or mandatory redemption provisions, if any;
- if applicable, the terms and conditions upon which the Notes may be repayable prior to final maturity at the option of the holder thereof (which option may be conditional);
- the portion of the principal amount of the Notes, if other than the entire principal amount thereof, payable upon acceleration of maturity thereof;
- if the Notes may be converted into or exercised or exchanged for other of our securities, the terms on which conversion, exercise or exchange may occur, including whether conversion, exercise or exchange is mandatory, at the option of the holder or at our option, the period during which conversion, exercise or exchange may occur, the initial conversion, exercise or exchange price or rate and the circumstances or manner in which the amount of our securities issuable upon conversion, exercise or exchange may be adjusted;
- if other than denominations of US $250,000 and integral multiples of US $1,000 in excess thereof, the denominations in which the Notes securities will be issuable;
- the currency of payment of principal, premium, if any, and interest on the Notes;
- if the currency of payment for principal, premium, if any, and interest on the Notes is subject to our election or that of a holder, the currency or currencies in which payment can be made and the period within which, and the terms and conditions upon which, the election can be made;

- any index, formula or other method used to determine the amount of payment of principal or premium, if any, and/or interest on the Notes;
- the applicability of the provisions described under "*—Defeasance*" below;
- any event of default under the Notes if different from those described under "*—Events of Default*" below;
- if the series of Notes will be issuable only in the form of a global note, the depositary or its nominee with respect to the series of Notes and the circumstances under which the global note may be registered for transfer or exchange in the name of a person other than the depositary or the nominee;
- if other than the Trustee, the applicable Authenticating Agent, Paying Agent and/or Security Registrar; and
- any other special feature of the Notes.

Market-Making Transactions

One or more of our subsidiaries may purchase and resell Notes in market-making transactions after their initial issuance. We may also, subject to applicable law and any required regulatory approval, purchase Notes in the open market or in private transactions to be held by us or cancelled.

Covenants

Except as described in this sub-section or as otherwise provided in the applicable Supplement, we are not restricted by the Indenture from incurring, assuming or becoming liable for any type of debt or other obligations, from paying dividends or making distributions on our capital stock or purchasing or redeeming our capital stock. The Indentures does not require the maintenance of any financial ratios or specified levels of net worth or liquidity, nor do they contain any covenants or other provisions that would limit our or our subsidiaries' right to incur additional indebtedness, enter into any sale and leaseback transaction or grant liens on our or our subsidiaries' assets. The Indenture does not contain any provisions that would require us to repurchase or redeem or otherwise modify the terms of any of the Notes upon a change in control or other events that may adversely affect the creditworthiness of the Notes, for example, a highly leveraged transaction, except as otherwise specified in this Base Offering Memorandum or any applicable Supplement.

Mergers and Similar Events

The Indenture provides that we are permitted to merge, amalgamate, consolidate or otherwise combine with another entity, or to sell or lease substantially all of our assets to another entity, as long as the following conditions are met:

- When we merge, amalgamate, consolidate or otherwise are combined with another entity, or sell or lease substantially all of our assets, the surviving, resulting or acquiring entity is a duly organized entity and is legally responsible for and assumes, either by agreement, operation of law or otherwise, our obligations under the Indenture and the Notes issued thereunder.
- The merger, amalgamation, consolidation, other combination, or sale or lease of assets, must not result in an Event of Default under the Indenture. A default for this purpose would include any event that would be an Event of Default if the requirements for giving us default notice or our default having to exist for a specified period of time were disregarded.

If the conditions described above are satisfied, we will not need to obtain the consent of the holders of the Notes in order to merge, amalgamate, consolidate or otherwise combine with another entity or to sell or lease substantially all of our assets.

We will not need to satisfy the conditions described above if we enter into other types of transactions, including:

- any transaction in which we acquire the stock or assets of another entity but in which we do not merge, amalgamate, consolidate or otherwise combine;

- any transaction that involves a change of control but in which we do not merge, amalgamate, consolidate or otherwise combine; or
- any transaction in which we sell less than substantially all of our assets.

It is possible that this type of transaction may result in a reduction in our credit rating, may reduce our operating results or may impair our financial condition. Holders of Notes, however, will have no approval right with respect to any transaction of this type.

Modification and Waiver of the Notes

There are four types of changes we can make to the Indenture and the Notes issued under the Indenture.

Changes Requiring Consent of All Holders. First, there are changes that cannot be made to the Indenture or the Notes without the consent of each holder of a series of Notes affected in any material respect by the change under the Indenture. The following is a list of those types of changes:

- change the stated maturity, if any, of the principal of a Note;
- reduce the interest on a Note, except as may be permitted by the Indenture;
- reduce any amounts due on a Note;
- reduce the amount of principal payable upon acceleration of the maturity of a Note (including the amount payable on an original issue discount security) following a default;
- change the currency of payment on a Note;
- change the place of payment for a Note;
- impair a holder's right to sue for payment;
- impair a holder's right to require repurchase on the original terms of those Notes that provide a right of repurchase;
- reduce the percentage of holders of Notes whose consent is needed to modify or amend the Indenture;
- reduce the percentage of holders of Notes whose consent is needed to waive compliance with certain provisions of the Indenture or to waive certain defaults; or
- modify any other aspect of the provisions dealing with modification and waiver of the Indenture.

Changes Requiring a Majority Consent. The second type of change to the Indenture and the Notes is the kind that requires the consent of holders of Notes owning not less than a majority of the principal amount of the particular series affected. Most changes fall into this category, except for clarifying changes and certain other changes that would not adversely affect in any material respect holders of the Notes. We may also obtain a waiver of a past default from the holders of Notes owning a majority of the principal amount of the particular series affected. However, we cannot obtain a waiver of a payment default or any other aspect of the Indenture or the Notes listed in the first category described above under "—C*hanges Requiring Consent of All Holders*" unless we obtain the individual consent of each holder to the waiver.

Changes Not Requiring Consent. The third type of change to the Indenture and the Notes does not require the consent by holders of Notes. This type is limited to the issuance of new series of Notes under the Indenture, clarifications and certain other changes that would not adversely affect in any material respect the interests of the holders of the Notes of any series.

We may also make changes or obtain waivers that do not adversely affect in any material respect a particular Note, even if they affect other Notes. In those cases, we do not need to obtain the consent of the

holder of the unaffected Note; we need only obtain any required approvals from the holders of the affected Notes.

Modification of Bail-inable Notes. Where an amendment, modification or other variance that can be made to the Indenture or the Bail-inable Notes would affect the recognition of those Bail-inable Notes by the Superintendent as TLAC (as defined below under "—Canadian Bank Resolution Powers"), that amendment, modification or variance will require the prior approval of the Superintendent.

Further Details Concerning Voting. When seeking consent, we will use the following rules to decide how much principal amount to attribute to a Note:

- For original issue discount securities, we will use the principal amount that would be due and payable on the voting date if the maturity of the Notes were accelerated to that date because of a default.
- For Notes whose principal amount is not known, we will use a special rule for that Note described in the applicable Supplement.
- For Notes denominated in one or more non-U.S. currencies or currency units, we will use the U.S. dollar equivalent.

Notes for which we have given a notice of redemption and deposited or set aside in trust for the holders money for the payment or redemption will not be eligible to vote or take other action under the Indenture. Notes will also not be considered eligible to vote or take other action under the Indenture if they have been fully defeased as described below under "*—Defeasance—Full Defeasance*" or if we or one of our affiliates is the beneficial owner of the Notes.

We will generally be entitled to set any day as a record date for the purpose of determining the holders of outstanding Notes that are entitled to vote or take other action under the Indenture. In certain limited circumstances, the Trustee will be entitled to set a record date for action by holders. If the Trustee or we set a record date for a vote or other action to be taken by holders of a particular series, that vote or action may be taken only by persons who are holders of outstanding Notes of that series on the record date. We or the Trustee, as applicable, may shorten or lengthen this period from time to time. This period, however, may not extend beyond the 180th day after the record date for the action.

Book-entry and other indirect holders should consult their banks, brokers or other financial institutions for information on how approval may be granted or denied if we seek to change the Indenture or the Notes or request a waiver.

Special Provisions Related to Bail-inable Notes

The Indenture provides for certain provisions applicable to Bail-inable Notes. The applicable Supplement will describe the specific terms of Bail-inable Notes we may issue and specify whether or not your Note is a Bail-inable Note.

Subject to certain exceptions discussed under "*—Canadian Bank Resolution Powers*," Notes issued on or after September 23, 2018, with an initial or amended term to maturity (including explicit or embedded options) greater than 400 days, that are unsecured or partially secured and that have been assigned a Common Code, CUSIP or ISIN or similar identification number, are subject to conversion in whole or in part—by means of a transaction or series of transactions and in one or more steps—into common shares of the Bank or any of its affiliates under the Bail-In Regime, which we refer to as a "Bail-In Conversion". We refer to Notes that are subject to Bail-In Conversion as "Bail-inable Notes".

Agreement with Respect to the Exercise of Canadian Bail-in Powers

By its acquisition of an interest in any Bail-inable Note, each holder or beneficial owner of that Note is deemed to (i) agree to be bound, in respect of the Bail-inable Notes, by the CDIC Act, including the conversion

of the Bail-inable Notes, in whole or in part—by means of a transaction or series of transactions and in one or more steps—into common shares of the Bank or any of its affiliates under subsection 39.2(2.3) of the CDIC Act and the variation or extinguishment of the Bail-inable Notes in consequence, and by the application of the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to the Bail-inable Notes; (ii) attorn and submit to the jurisdiction of the courts in the Province of Ontario with respect to the CDIC Act and those laws; and (iii) acknowledge and agree that the terms referred to in clauses (i) and (ii) above, are binding on that holder or beneficial owner despite any provisions in the Indenture or the Bail-inable Notes, any other law that governs the Bail-inable Notes and any other agreement, arrangement or understanding between that holder or beneficial owner and the Bank with respect to the Bail-inable Notes.

Holders and beneficial owners of Bail-inable Notes will have no further rights in respect of their Bail-inable Notes to the extent those Bail-inable Notes are converted in a Bail-In Conversion, other than those provided under the Bail-In Regime, and by its acquisition of an interest in any Bail-inable Note, each holder or beneficial owner of that Bail-inable Note is deemed to irrevocably consent to the converted portion of the principal amount of that Bail-inable Note and any accrued and unpaid interest thereon being deemed paid in full by the Bank by the issuance of common shares of the Bank (or, if applicable, any of its affiliates) upon the occurrence of a Bail-In Conversion, which Bail-In Conversion will occur without any further action on the part of that holder or beneficial owner or the Trustee; provided that, for the avoidance of doubt, this consent will not limit or otherwise affect any rights that holders or beneficial owners may have under the Bail-In Regime.

TLAC Disqualification Event Redemption

If a TLAC Disqualification Event (as defined herein) is specified in the applicable Supplement, we may, at our option, with the prior approval of the Superintendent, redeem all but not less than all of the particular Bail-inable Notes prior to their stated maturity date after the occurrence of the TLAC Disqualification Event, at the time or times and at the redemption price or prices specified in that applicable Supplement, together with unpaid interest accrued thereon to, but excluding, the date fixed for redemption.

A "*TLAC Disqualification Event*" means OSFI has advised the Bank in writing that the Bail-inable Notes issued under the applicable Supplement will no longer be recognized in full as TLAC under the TLAC Guideline as interpreted by the Superintendent, provided that a TLAC Disqualification Event will not occur where the exclusion of those Bail-inable Notes from the Bank's TLAC requirements is due to the remaining maturity of those Bail-inable Notes being less than any period prescribed by any relevant eligibility criteria applicable as of the issue date of those Bail-inable Notes.

No Set-Off or Netting Rights

Holders and beneficial owners of Bail-inable Notes will not be entitled to exercise, or direct the exercise of, any set-off or netting rights with respect to their Bail-inable Notes.

Approval of Redemption, Repurchases and Defeasance

Where the redemption, repurchase or any full defeasance or covenant defeasance with respect to Bail-inable Notes would result in the Bank not meeting the TLAC requirements applicable to it pursuant to the TLAC Guideline, that redemption, repurchase, defeasance or covenant defeasance will be subject to the prior approval of the Superintendent.

Trustee and Trustee's Duties

The Trustee will undertake certain procedures and seek certain remedies in the event of an Event of Default or a default. See "—*Events of Default*". However, by its acquisition of an interest in any Bail-inable Note, each holder or beneficial owner of that Note is deemed to acknowledge and agree that the Bail-In Conversion will not give rise to a default or Event of Default.

By its acquisition of an interest in any Bail-inable Note, each holder or beneficial owner of that Note is deemed to waive any and all claims, in law and/or in equity, against the Trustee, for, agrees not to initiate a suit

against the Trustee in respect of, and agrees that the Trustee will not be liable for, any action that the Trustee takes, or abstain from taking, in either case in accordance with the Bail-In Regime.

Additionally, by its acquisition of an interest in any Bail-inable Note, each holder or beneficial owner of that Note is deemed to acknowledge and agree that, upon a Bail-In Conversion or other action pursuant to the Bail-In Regime with respect to Bail-inable Notes,

- the Trustee or Regulation S Agent, as applicable, will not be required to take any further directions from holders of those Bail-inable Notes under Section 512 of the Indenture, which section authorizes holders of a majority in aggregate outstanding principal amount of the Notes to direct certain actions relating to the Notes; and
- the Indenture will not impose any duties upon the Trustee whatsoever with respect to a Bail-In Conversion or such other action pursuant to the Bail-In Regime.

Notwithstanding the foregoing, if, following the completion of a Bail-In Conversion, the relevant Bail-inable Notes remain outstanding (for example, if not all Bail-inable Notes are converted), then the Trustee's duties under the Indenture will remain applicable with respect to those Bail-inable Notes following such completion to the extent that the Bank and the Trustee will agree pursuant to a supplemental indenture or an amendment to the Indenture; *provided, however*, that notwithstanding the Bail-In Conversion, there will at all times be a trustee for the Bail-inable Notes in accordance with the Indenture, and the resignation and/or removal of the Trustee, the appointment of a successor trustee and the rights of the Trustee or any successor trustee will continue to be governed by the Indenture, including to the extent no additional supplemental indenture or amendment to the Indenture is agreed upon in the event the relevant Bail-inable Notes remain outstanding following the completion of the Bail-In Conversion.

DTC—Bail-in Conversion

Upon a Bail-In Conversion, we will provide a written notice to The Depository Trust Company ("DTC") and the holders of Bail-inable Notes through DTC as soon as practicable regarding such Bail-In Conversion. We will also deliver a copy of such notice to the Trustee for information purposes.

By its acquisition of an interest in any Bail-inable Note, each holder or beneficial owner of that Note is deemed to have authorized, directed and requested DTC and any direct participant in DTC or other intermediary through which it holds such Bail-inable Note to take any and all necessary action, if required, to implement the Bail-In Conversion or other action pursuant to the Bail-In Regime with respect to the Bail-inable Note, as it may be imposed on it, without any further action or direction on the part of that holder or beneficial owner, the Trustee or the Paying Agent (as defined herein).

Clearing Systems

By its acquisition of an interest in any Bail-inable Note, each holder or beneficial owner of an interest in that Bail-inable Note is deemed to have authorized, directed and requested any clearing system and any direct participant in such clearing system or other intermediary through which it holds such Bail-inable Note to take any and all necessary action, if required, to implement the Bail-In Conversion or any other action pursuant to the Bail-In Regime with respect to such Bail-inable Note, as may be imposed on it, without any further action or direction on the part of that holder or beneficial owner, the Trustee or the Paying Agent.

Subsequent Holders' Agreement

Each holder or beneficial owner of a Bail-inable Note that acquires an interest in the Bail-inable Note in the secondary market and any successors, assigns, heirs, executors, administrators, trustee in bankruptcy and legal representatives of any holder or beneficial owner is deemed to acknowledge, accept, agree to be bound by and consent to the same provisions specified herein to the same extent as the holders or beneficial owners that acquired an interest in the Bail-inable Notes upon their initial issuance, including, without limitation, with respect to the acknowledgement and agreement to be bound by and consent to the terms of the Bail-inable Notes related to the Bail-In Regime.

Submission to Jurisdiction

By its acquisition of an interest in any Bail-inable Note, each holder or beneficial owner of that Bail-inable Note is deemed to attorn and submit to the jurisdiction of the courts in the Province of Ontario with respect to actions, suits and proceedings arising out of or relating to the operation of the CDIC Act and the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the Indenture and the Bail-inable Notes.

Conversion or Exchange of Notes

If and to the extent mentioned in the applicable Supplement, any Notes may be optionally or mandatorily convertible or exchangeable for other securities of the Bank, into the cash value therefor or into any combination of the above. The specific terms on which any Notes may be so converted or exchanged will be described in the applicable Supplements. These terms may include provisions for conversion or exchange, either mandatory, at the holder's option or at our option, in which case the amount or number of securities the holders of the Notes would receive would be calculated at the time and manner described in the applicable Supplements.

Defeasance

The following discussion of full defeasance and covenant defeasance will be applicable to each series of Notes that is denominated in U.S. dollars and has a fixed rate of interest and will apply to other series of Notes if we so specify in the applicable Supplement. Any full defeasance or covenant defeasance with respect to Bail-inable Notes that would result in the Bank not meeting the TLAC requirements applicable to it pursuant to the TLAC Guideline will be subject to the prior approval of the Superintendent.

Full Defeasance. If there is a change in U.S. federal income tax law, as described below, we can legally release ourselves from any payment or other obligations on the Notes of a series, called full defeasance, if we put in place the following other arrangements for holders to be repaid:

- We must deposit in trust for the benefit of all holders of the Notes of that series a combination of money and notes or bonds of (i) the U.S. government or (ii) a U.S. government agency or U.S. government-sponsored entity, the obligations of which, in each case, are backed by the full faith and credit of the U.S. government, that will generate enough cash to make interest, principal and any other payments on the Notes of that series on their various due dates.
- There must be a change in current U.S. federal income tax law or a ruling by the United States Internal Revenue Service that lets us make the above deposit without causing the holders to be taxed on the Notes of that series any differently than if we did not make the deposit and just repaid the Notes of that series ourselves. (Under current U.S. federal income tax law, the deposit and our legal release from the obligations pursuant to the Notes would be treated as though we took back your Notes and gave you your share of the cash and notes or bonds deposited in trust. In that event, you could recognize gain or loss on the Notes you give back to us.)

If we ever did accomplish full defeasance, as described above, you would have to rely solely on the trust deposit for repayment on the Notes. You could not look to us for repayment in the event of any shortfall.

Covenant Defeasance. Even without a change in current U.S. federal income tax law, we can make the same type of deposit as described above, and we will be released from the restrictive covenants under the Notes of a series that may be described in the applicable Supplements. This is called covenant defeasance. In that event, you would lose the protection of these covenants but would gain the protection of having money and U.S. government, U.S. government agency or U.S. government-sponsored entity notes or bonds set aside in trust to repay the Notes. In order to achieve covenant defeasance, we must deposit in trust for the benefit of all holders of the Notes of that series a combination of money and notes or bonds of (i) the U.S. government or (ii) a U.S. government agency or U.S. government-sponsored entity, the obligations of which, in each case, are backed by the full faith and credit of the U.S. government, that will generate enough cash to make interest, principal and any other payments on the Notes of that series on their various due dates.

If we accomplish covenant defeasance, certain provisions of the Indenture and the Notes would no longer

apply:

- Covenants applicable to the series of Notes and described in the applicable Supplements.
- Any events of default relating to breach of those covenants.

If we accomplish covenant defeasance, you can still look to us for repayment of the Notes if there were a shortfall in the trust deposit. In fact, if one of the remaining events of default occurs (such as a bankruptcy) and the Notes become immediately due and payable, there may be such a shortfall.

Events of Default

You will have special rights if an "Event of Default" occurs and is not cured, as described later in this subsection.

What is an Event of Default?

Under the Indenture, for Bail-inable Notes of a series issued on or after September 23, 2018, "Event of Default" means any of the following:

- We default in the payment of the principal of, or interest on, any Note of that series and, in each case, the default continues for a period of 30 business days.
- We file for bankruptcy or certain other events of bankruptcy, insolvency or reorganization occur.
- Any other Event of Default described in an applicable Supplement occurs.

Notwithstanding the foregoing, if you purchase Notes that are part of a series created before September 23, 2018 or if your Note is not otherwise a Bail-inable Note, "Event of Default" means any of the following:

- We do not pay the principal of or any premium on a Note of that series within five days of its due date.
- We do not pay interest on a Note of that series for more than 30 days after its due date.
- We file for bankruptcy or certain other events of bankruptcy, insolvency or reorganization occur.
- Any other Event of Default described in an applicable Supplement occurs.

A Bail-In Conversion will not constitute a default or an Event of Default under the Indenture. An Event of Default regarding one series of Notes will not cause an Event of Default regarding any other series of Notes.

Remedies if an Event of Default Occurs. If an Event of Default occurs, the Trustee will have special duties. In that situation, the Trustee will be obligated to use those of its rights and powers under the Indenture, and to use the same degree of care and skill in doing so, that a prudent person would use in that situation in conducting his or her own affairs.

Holders or beneficial owners of Bail-inable Notes may only exercise, or direct the exercise of, the rights described in this section if the Governor in Council (*Canada*) has not made an order under Canadian bank resolution powers pursuant to subsection 39.13(1) of the CDIC Act in respect of the Bank. Notwithstanding the exercise of those rights, Bail-inable Notes will continue to be subject to Bail-In Conversion until repaid in full.

With respect to the Indenture, if an Event of Default has occurred and has not been cured, the Trustee or the holders of at least 25% in principal amount of the Notes of the affected series may declare the entire principal amount of (or, in the case of original issue discount securities, the portion of the principal amount that is specified in the terms of the affected Note) and accrued and unpaid interest on all of the Notes of that series to be due and immediately payable. This is called a declaration of acceleration of maturity. The declaration of acceleration of maturity is not, however, an automatic right upon the occurrence of an Event of Default, and for such acceleration to be effective, the Trustee must take the aforementioned action or the holders must direct the Trustee to act as described in this section below. Furthermore, a declaration of acceleration of maturity may be cancelled, but only before a judgment or decree based on the acceleration has been obtained, by the holders of at

least a majority in principal amount of the Notes of the affected series.

If any provisions of the Bank Act or any rules, regulations, orders or guidelines passed pursuant thereto or in connection therewith or guidelines issued by the Superintendent in relation thereto limit the payment of such unpaid principal and interest under the Notes before a specified time, our obligation to make such payment will be subject to such limitation.

You should read carefully the applicable Supplements relating to any Notes which are original issue discount securities for the particular provisions relating to acceleration of the maturity of a portion of the principal amount of original issue discount securities upon the occurrence of an Event of Default and its continuation.

Except in cases of default in which the Trustee has the special duties described above, the Trustee is not required to take any action under the Indenture at the request of any holders unless the holders offer the Trustee reasonable protection from expenses and liability, called an indemnity, reasonably satisfactory to the Trustee. If such an indemnity is provided, the holders of a majority in principal amount of the outstanding Notes of the relevant series may direct the time, method and place of conducting any lawsuit or other formal legal action seeking any remedy available to the Trustee. These majority holders may also direct the Trustee in performing any other action under the Indenture with respect to the Notes of that series.

Before you bypass the Trustee and bring your own lawsuit or other formal legal action or take other steps to enforce your rights or protect your interests relating to the Notes the following must occur:

- the holder of the Note must give the Trustee written notice that an Event of Default has occurred and remains uncured;
- the holders of not less than 25% in principal amount of all outstanding Notes of the relevant series, treated as one class, must make a written request that the Trustee take action because of such Event of Default;
- such holder or holders must offer reasonable indemnity to the Trustee against the cost and other liabilities of taking that action;
- the Trustee must have not taken action for 90 days after receipt of the above notice and offer of indemnity; and
- the Trustee has not received any direction from a majority in principal amount of all outstanding Notes that is inconsistent with such written request during such 90-day period.

However, you are entitled at any time to bring a lawsuit for the payment of money due on your Note on or after its due date.

BOOK-ENTRY AND OTHER INDIRECT HOLDERS SHOULD CONSULT THEIR BANKS, BROKERS OR OTHER FINANCIAL INSTITUTIONS FOR INFORMATION ON HOW TO GIVE NOTICE OR DIRECTION TO OR MAKE A REQUEST OF THE TRUSTEE AND TO MAKE OR CANCEL A DECLARATION OF ACCELERATION.

We will give to the Trustee every year a written statement of certain of our officers certifying that to their knowledge we are in compliance with the Indenture and the Notes issued under it, or else specifying any default.

Canadian Bank Resolution Powers

General

Under Canadian bank resolution powers, the CDIC may, in circumstances where the Bank has ceased, or is about to cease, to be viable, assume temporary control or ownership of the Bank and may be granted broad powers by one or more Orders, including the power to sell or dispose of all or a part of the assets of the Bank, and the power to carry out or cause the Bank to carry out a transaction or a series of transactions the purpose of which is to restructure the business of the Bank. As part of the Canadian bank resolution powers, certain provisions of, and regulations under, the Bank Act, the CDIC Act and certain other Canadian federal statutes

pertaining to banks, which we refer to collectively as the "Bail-In Regime," provide for a bank recapitalization regime for banks designated by the Superintendent as D-SIBs, which include the Bank.

The expressed objectives of the Bail-In Regime include reducing government and taxpayer exposure in the unlikely event of a failure of a D-SIB, reducing the likelihood of such a failure by increasing market discipline and reinforcing that bank shareholders and creditors are responsible for the D-SIBs' risks and not taxpayers, and preserving financial stability by empowering the CDIC to quickly restore a failed D-SIB to viability and allow it to remain open and operating, even where the D-SIB has experienced severe losses.

Under the CDIC Act, in circumstances where the Superintendent is of the opinion that the Bank has ceased, or is about to cease, to be viable and viability cannot be restored or preserved by exercise of the Superintendent's powers under the Bank Act, the Superintendent, after providing the Bank with a reasonable opportunity to make representations, is required to provide a report to CDIC. Following receipt of the Superintendent's report, CDIC may request the Minister to recommend that the Governor in Council (*Canada*) make an Order and, if the Minister is of the opinion that it is in the public interest to do so, the Minister may recommend that the Governor in Council (*Canada*) make, and on that recommendation, the Governor in Council (*Canada*) may make, one or more of the following Orders:

- vesting in CDIC, the shares and subordinated debt of the Bank specified in the Order, which we refer to as a "Vesting Order";
- appointing CDIC as receiver in respect of the Bank, which we refer to as a "Receivership Order";
- if a Receivership Order has been made, directing the Minister to incorporate a federal institution designated in the Order as a bridge institution wholly-owned by CDIC and specifying the date and time as of which the Bank's deposit liabilities are assumed, which we refer to as a "Bridge Bank Order"; or
- if a Vesting Order or Receivership Order has been made, directing CDIC to carry out a conversion, by converting or causing the Bank to convert, in whole or in part – by means of a transaction or series of transactions and in one or more steps – the shares and liabilities of the Bank that are subject to the Bail-In Regime into common shares of the Bank or any of its affiliates, which we refer to as a "Conversion Order".

Following a Vesting Order or a Receivership Order, CDIC will assume temporary control or ownership of the Bank and will be granted broad powers under that Order, including the power to sell or dispose of all or a part of the assets of the Bank, and the power to carry out or cause the Bank to carry out a transaction or a series of transactions the purpose of which is to restructure the business of the Bank.

Under a Bridge Bank Order, CDIC has the power to transfer the Bank's insured deposit liabilities and certain assets and other liabilities of the Bank to a bridge institution. Upon the exercise of that power, any assets and liabilities of the Bank that are not transferred to the bridge institution would remain with the Bank, which would then be wound up. In such a scenario, any liabilities of the Bank, including any outstanding Notes (whether or not such Notes are Bail-inable Notes), that are not assumed by the bridge institution could receive only partial or no repayment in the ensuing wind-up of the Bank.

Upon the making of a Conversion Order, prescribed shares and liabilities under the Bail-In Regime that are subject to that Conversion Order will, to the extent converted, be converted into common shares of the Bank or any of its affiliates, as determined by CDIC. Subject to certain exceptions discussed below, Notes issued on or after September 23, 2018, with an initial or amended term to maturity (including explicit or embedded options) greater than 400 days, that are unsecured or partially secured and that have been assigned a Common Code, CUSIP or ISIN or similar identification number are subject to a Bail-In Conversion. Shares, other than common shares, and subordinated debt securities of the Bank are also subject to a Bail-In Conversion, unless they are non-viability contingent capital.

Shares and liabilities which would otherwise be bail-inable but were issued before September 23, 2018 are not subject to a Bail-In Conversion unless, in the case of any such liability, including any Notes, the terms of that liability are amended to increase the principal amount or to extend the term to maturity on or after September 23,

2018, and that liability, as amended, meets the requirements to be subject to a Bail-In Conversion. Structured notes, covered bonds and derivatives (as such term is used under the Bail-In Regime) are expressly excluded from a Bail-In Conversion. To the extent that any Notes constitute structured notes (as such term is used under the Bail-In Regime) they will not be Bail-inable Notes. As a result, claims of some creditors whose claims would otherwise rank equally with those of the holders holding Bail-inable Notes would be excluded from a Bail-In Conversion and thus the holders and beneficial owners of Bail-inable Notes will have to absorb losses ahead of these other creditors as a result of the Bail-In Conversion. The terms and conditions of the Bail-In Conversion will be determined by CDIC in accordance with and subject to certain requirements discussed below.

Bail-in Conversion

Under the Bail-In Regime there is no fixed and pre-determined contractual conversion ratio for the conversion of the Bail-inable Notes, or other shares or liabilities of the Bank that are subject to a Bail-In Conversion, into common shares of the Bank or any of its affiliates nor are there specific requirements regarding whether liabilities subject to a Bail-In Conversion are converted into common shares of the Bank or any of its affiliates. CDIC determines the timing of the Bail-In Conversion, the portion of bail-inable shares and liabilities to be converted and the terms and conditions of the conversion, subject to parameters set out in the Bail-In Regime. Those parameters include that:

- in carrying out a Bail-In Conversion, CDIC must take into consideration the requirement in the Bank Act for banks to maintain adequate capital;
- CDIC must use its best efforts to ensure that shares and liabilities subject to a Bail-In Conversion are only converted after all subordinate ranking shares and liabilities that are subject to a Bail-In Conversion and any subordinate non-viability contingent capital instruments have been previously converted or are converted at the same time;
- CDIC must use its best efforts to ensure that the converted part of the liquidation entitlement of a share subject to a Bail-In Conversion, or the converted part of the principal amount and accrued and unpaid interest of a liability subject to a Bail-In Conversion, is converted on a pro rata basis for all shares or liabilities subject to a Bail-In Conversion of equal rank that are converted during the same restructuring period;
- holders of shares and liabilities that are subject to a Bail-In Conversion must receive a greater number of common shares per dollar of the converted part of the liquidation entitlement of their shares, or the converted part of the principal amount and accrued and unpaid interest of their liabilities, than holders of any subordinate shares or liabilities subject to a Bail-In Conversion that are converted during the same restructuring period or of any subordinate non-viability contingent capital that is converted during the same restructuring period;
- holders of shares or liabilities subject to a Bail-In Conversion of equal rank that are converted during the same restructuring period must receive the same number of common shares per dollar of the converted part of the liquidation entitlement of their shares or the converted part of the principal amount and accrued and unpaid interest of their liabilities; and
- holders of shares or liabilities subject to a Bail-In Conversion must receive, if any non-viability contingent capital of equal rank to the shares or liabilities is converted during the same restructuring period, a number of common shares per dollar of the converted part of the liquidation entitlement of their shares, or the converted part of the principal amount and accrued and unpaid interest of their liabilities, that is equal to the largest number of common shares received by any holder of the non-viability contingent capital per dollar of that capital.

Compensation Regime

The CDIC Act provides for a compensation process for holders of Bail-inable Notes who immediately prior to the making of an Order, directly or through an intermediary, own Bail-inable Notes that are converted in a Bail-In Conversion. While this process applies to successors of those holders it does not apply to assignees or transferees of the holder following the making of the Order and does not apply if the amounts owing under the relevant Bail-inable Notes are paid in full.

Under the compensation process, the compensation to which such holders are entitled is the difference, to the extent it is positive, between the estimated liquidation value and the estimated resolution value of the relevant Bail-inable Notes. The liquidation value is the estimated value the holders of Bail-inable Notes would have received if an order under the *Winding-up and Restructuring Act* (Canada) had been made in respect of the Bank, as if no Order had been made and without taking into consideration any assistance, financial or otherwise, that is or may be provided to the Bank, directly or indirectly, by CDIC, the Bank of Canada, the Government of Canada or a province of Canada, after any order to wind up the Bank has been made.

The resolution value in respect of relevant Bail-inable Notes is the aggregate estimated value of the following: (a) the relevant Bail-inable Notes, if they are not held by CDIC and they are not converted, after the making of an Order, into common shares under a Bail-In Conversion; (b) common shares that are the result of a Bail-In Conversion after the making of an Order; (c) any dividend or interest payments made, after the making of the Order, with respect to the relevant Bail-inable Notes to any person other than CDIC; and (d) any other cash, securities or other rights or interests that are received or to be received with respect to the relevant Bail-inable Notes as a direct or indirect result of the making of the Order and any actions taken in furtherance of the Order, including from CDIC, the Bank, the liquidator of the Bank, if the Bank is wound up, the liquidator of a CDIC subsidiary incorporated or acquired by order of the Governor in Council for the purposes of facilitating the acquisition, management or disposal of real property or other assets of the Bank that CDIC may acquire as the result of its operations that is liquidated or the liquidator of a bridge institution if the bridge institution is wound up.

In connection with the compensation process, CDIC is required to estimate the liquidation value and the resolution value in respect of the portion of converted Bail-inable Notes and is required to consider the difference between the estimated day on which the liquidation value would be received and the estimated day on which the resolution value is, or would be, received.

CDIC must, within a reasonable period following a Bail-In Conversion, make an offer of compensation by notice to the relevant holders that held Bail-inable Notes equal to, or in value estimated to be equal to, the amount of compensation to which such holders are entitled or provide a notice stating that such holders are not entitled to any compensation. In either case such offer or notice is required to include certain prescribed information, including important information regarding the rights of such holders to seek to object and have the compensation to which they are entitled determined by an assessor (a Canadian Federal Court judge) where holders of liabilities representing at least 10% of the principal amount and accrued and unpaid interest of the liabilities of the same class object to the offer or absence of compensation. The period for objecting is limited (45 days following the day on which a summary of the notice is published in the *Canada Gazette*) and failure by holders holding a sufficient principal amount plus accrued and unpaid interest of affected Bail-inable Notes to object within the prescribed period will result in the loss of any ability to object to the offered compensation or absence of compensation, as applicable. CDIC will pay the relevant holders the offered compensation within 135 days after the date on which a summary of the notice is published in the *Canada Gazette* if the offer of compensation is accepted, the holder does not notify CDIC of acceptance or objection to the offer or if the holder objects to the offer but the 10% threshold described above is not met within the aforementioned 45-day period.

Where an assessor is appointed, the assessor could determine a different amount of compensation payable, which could either be higher or lower than the original amount. The assessor is required to provide holders, whose compensation it determines, notice of its determination. The assessor's determination is final and there are no further opportunities for review or appeal. CDIC will pay the relevant holders the compensation amount determined by the assessor within 90 days of the assessor's notice.

By its acquisition of an interest in any Bail-inable Note, each holder or beneficial owner of that Note is deemed to be bound by a Bail-In Conversion and so will have no further rights in respect of its Bail-inable Notes to the extent that those Bail-inable Notes are converted in a Bail-In Conversion, other than those provided under the Bail-In Regime.

TLAC Guideline

In connection with the Bail-In Regime, the TLAC Guideline applies to and establishes standards for D-SIBs, including the Bank. Under the TLAC Guideline, beginning November 1, 2021, the Bank is required to maintain a minimum capacity to absorb losses composed of unsecured external long-term debt that meets the prescribed criteria or regulatory capital instruments to support recapitalization in the event of a failure. Bail-inable Notes and regulatory capital instruments that meet the prescribed criteria will constitute TLAC of the Bank.

In order to comply with the TLAC Guideline, our Indenture provides for terms and conditions for the Bail-inable Notes necessary to meet the prescribed criteria and qualify at their issuance as TLAC instruments of the Bank under the TLAC Guideline. Those criteria include the following:

- the Bank cannot directly or indirectly have provided financing to any person for the express purpose of investing in the Bail-inable Notes;
- the Bail-inable Note is not subject to set-off or netting rights;
- the Bail-inable Note must not provide rights to accelerate repayment of principal or interest payments outside of bankruptcy, insolvency, wind-up or liquidation, except that events of default relating to the non-payment of scheduled principal and/or interest payments will be permitted where they are subject to a cure period of no less than 30 business days and clearly disclose to investors that:
  (i) acceleration is only permitted where an Order has not been made in respect of the Bank; and (ii) notwithstanding any acceleration, the instrument continues to be subject to a Bail-In Conversion prior to its repayment;
- the Bail-inable Note may be redeemed or purchased for cancellation only at the initiative of the Bank and, where the redemption or purchase would lead to a breach of the Bank's TLAC requirements, that redemption or purchase would be subject to the prior approval of the Superintendent;
- the Bail-inable Note does not have credit-sensitive dividend or coupon features that are reset periodically based in whole or in part on the Bank's credit standing; and
- where an amendment, modification or other variance of the Bail-inable Note's terms and conditions would affect its recognition as TLAC, that amendment, modification or variance will only be permitted with the prior approval of the Superintendent.

DESCRIPTION OF CERTAIN PROVISIONS RELATING TO THE NOTES WE MAY OFFER

Form, Exchange and Transfer

Unless we specify otherwise in an applicable Supplement, the Notes will be issued:

- only in fully-registered form;
- without interest coupons; and
- in denominations of US $250,000 and integral multiples of US $1,000 in excess thereof.

If a Note is issued as a registered global note, as the case may be, only the depositary or its nominee—such as DTC, Euroclear and Clearstream, each as defined below under "*Legal Ownership and Book-Entry Issuance*"—will be entitled to transfer and exchange the Note, as described in this subsection because the depositary or its nominee will be the sole Registered Holder of such Note and is referred to below as the "holder". Those who own beneficial interests in a global note do so through participants in the depositary's securities clearance system, and the rights of these indirect owners will be governed by the applicable procedures of the depositary and its participants. We describe book-entry procedures below under "*Legal Ownership and Book-Entry Issuance*".

Holders of Notes issued in fully-registered form may have their Notes broken into more Notes of smaller authorized denominations or combined into fewer Notes of larger authorized denominations, as long as the total principal amount is not changed. This is called an exchange.

Holders may exchange or register the transfer of Notes at the office of the Trustee or Regulation S Agent, as applicable. Notes may be transferred by endorsement. Holders may also replace lost, stolen or mutilated Notes at either such office, as applicable. Citibank acts as our agent for registering Regulation S Notes and Unified Notes in the names of holders and registering the transfer of Regulation S Notes and Unified Notes, and the Trustee acts as our agent for registering all other Notes in the names of holders and registering the transfer of such other Notes. We may change these appointments to one or more other entities or perform it ourselves. An entity performing the role of maintaining the list of Registered Holders is called the "Security Registrar". Such entity will also record transfers. A Security Registrar may require an indemnity before replacing any Notes.

Holders will not be required to pay a service charge to register the transfer or exchange of Notes, but holders may be required to pay for any tax or other governmental charge associated with the exchange or transfer. The registration of a transfer or exchange will only be made if the Security Registrar is satisfied with your proof of ownership.

If we designate additional agents, they will be named in the applicable Supplements. We may cancel the designation of any particular agent. We may also approve a change in the office through which any agent acts.

If the Notes are redeemable and we redeem less than all of the Notes of a particular series, we may block the registration of transfer or exchange of Notes during the period beginning 15 days before the day we mail the notice of redemption and ending on the day of that mailing, in order to freeze the list of holders entitled to receive the mailing. We may also refuse to register transfers or exchanges of Notes selected for redemption, except that we will continue to permit registration of transfers and exchanges of the unredeemed portion of any Note being partially redeemed.

The Trustee and Regulation S Agent

Neither the Trustee nor the Regulation S Agent makes any representation or warranty, whether express or implied, with respect to the Bank, the Notes and other matters described in this Base Offering Memorandum. Neither the Trustee nor the Regulation S Agent has prepared or reviewed any of the information included in this Base Offering Memorandum, except each of the Trustee and the Regulation S Agent has consented to the use of their names. Such approval does not constitute a representation or approval by the Trustee or the Regulation S Agent as to the accuracy or sufficiency of any information contained in this Base Offering Memorandum.

Payment and Paying Agents

In accordance with and subject to the specific terms of any Notes, we will pay interest to the person listed in the Trustee's or Security Registrar's records, as applicable, at the close of business on a particular day in advance of each due date for interest, even if that person no longer owns the Note on the interest due date. That particular day, usually between one business day and approximately two weeks in advance of the interest due date, is called the regular record date and will be stated in an applicable Supplement. Holders buying and selling Notes must work out between them how to compensate for the fact that we will pay all the interest for an interest period to the one who is the Registered Holder on the regular record date. The most common manner is to adjust the sale price of the Notes to prorate interest fairly between buyer and seller. This prorated interest amount is called accrued interest.

Unless otherwise specified in the applicable Supplement, we will pay interest, principal and any other money due on (i) Regulation S Notes and Unified Notes, at the principal office of the Regulation S Agent and (ii) all other Notes, at the corporate trust office of the Trustee or, in each case, such other office as may be agreed upon. Holders must make arrangements to have their payments picked up at or wired from that office or such other office as may be agreed upon. We may also choose to pay interest by mailing checks.

BOOK-ENTRY AND OTHER INDIRECT HOLDERS SHOULD CONSULT THEIR BANKS, BROKERS OR OTHER FINANCIAL INSTITUTIONS FOR INFORMATION ON HOW THEY WILL RECEIVE PAYMENTS.

We may also arrange for additional payment offices and may cancel or change these offices, including our use of the Trustee's corporate trust office. These offices are called "Paying Agents". We may also choose to act as our own Paying Agent or choose one of our subsidiaries to do so. We must notify holders of changes in the Paying Agents for any particular series of Notes.

Notices

We, the Trustee and/or the Regulation S Agent, as applicable, will send notices regarding the Notes only to Registered Holders, using their addresses as listed in the Security Registrar's records. With respect to who is a registered "holder" for this purpose, see "*Legal Ownership and Book-Entry Issuance*".

Each notice or communication to Computershare Trust Company, N.A., acting in its capacity as Trustee, as Paying Agent or Note Registrar, shall be given by delivery to it at the address below (or such other address as it may subsequently provide):

Computershare Trust Company, N.A.
350 Indiana Street, Suite 750
Golden, Colorado 80401
Facsimile: (303) 262-0608
Attention: Corporate Trust Officer

With respect to Regulation S Notes and Unified Notes only, each notice or communication to Citibank, acting in its capacity as the Regulation S Authenticating Agent, Regulation S Paying Agent or Regulation S Note Registrar, shall be given by delivery to it at the address below (or such other address as it may subsequently provide):

Citibank, N.A., London Branch
Citigroup Centre,
Canada Square,
Canary Wharf,
London, E14 5LB,
United Kingdom
Attention: Agency and Trust

Regardless of who acts as Paying Agent, all money paid by us to a Paying Agent that remains unclaimed

at the end of two years after the amount is due to holders will be repaid to us. After that two-year period, holders may look to us for payment and not to the Trustee or any other Paying Agent.

Governing Law

The Indenture and our Notes will be governed by, and construed in accordance with, the laws of the State of New York, except for the provisions relating to the bail-in acknowledgment of holders and beneficial owners of Bail-inable Notes in the Indenture and certain provisions relating to the status of the Notes, which will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

LEGAL OWNERSHIP AND BOOK-ENTRY ISSUANCE

In this section, we describe special considerations that will apply to registered Notes issued in global i.e., book-entry, form. First we describe the difference between registered ownership and indirect ownership of registered Notes. Then we describe special provisions that apply to global notes.

Who is the Legal Owner of a Registered Security?

Each Note will be represented either by a certificate issued in definitive form to a particular investor or by one or more global notes representing Notes. We refer to those who have Notes registered in their own names, on the books that we, any designated Security Registrar or the Trustee maintains for this purpose, as the "Registered Holders" of those Notes. Subject to limited exceptions, we, the Trustee and any Security Registrar are entitled to treat the Registered Holder of a Note as the person exclusively entitled to vote, to receive notices, to receive any interest or other payment in respect of the Note and to exercise all the rights and power as an owner of the Note. We refer to those who own beneficial interests in Notes that are not registered in their own names as indirect owners of those Notes. As we discuss below, indirect owners are not Registered Holders, and investors in Notes issued in book-entry form or in street name will be indirect owners.

Book-Entry Owners. Unless otherwise noted in an applicable Supplement, we will issue each Note in book-entry form only. This means Notes will be represented by one or more global notes registered in the name of a a financial institution or common depositary that holds them as depositary on behalf of other financial institutions that participate in the depositary's book-entry system. These participating institutions, in turn, hold beneficial interests in the Notes on behalf of themselves or their customers.

Under the Indenture, subject to limited exceptions and applicable law, only the person in whose name a Note is registered is recognized as the holder of that Note. Consequently, for Notes issued in global form, we will recognize only the depositary as the holder of the Notes and we will make all payments on the Notes, including deliveries of any property other than cash, to the depositary. The depositary passes along the payments it receives to its participants, which in turn pass the payments along to their customers who are the beneficial owners. The depositary and its participants do so under agreements they have made with one another or with their customers; they are not obligated to do so under the terms of the Notes.

As a result, investors will not own Notes directly. Instead, they will own beneficial interests in a global note, through a bank, broker or other financial institution that participates in the depositary's book-entry system or holds an interest through a participant. As long as the Notes are issued in global form, investors will be indirect owners, and not Registered Holders, of the Notes.

Street Name Owners. We may issue Notes initially in non-global form or we may terminate an existing global note, as described below under "*—What is a Global Note?—Holder's Option to Obtain a Non-Global Note; Special Situations When a Global Note Will Be Terminated*". In these cases, investors may choose to hold their Notes in their own names or in street name. Notes held by an investor in street name would be registered in the name of a bank, broker or other financial institution that the investor chooses, and the investor would hold only a beneficial interest in those Notes through an account he or she maintains at that institution.

For Notes held in street name, we will, subject to limited exceptions and applicable law, recognize only the intermediary banks, brokers and other financial institutions in whose names the Notes are registered as the holders of those Notes, and we will make all payments on those Notes, including deliveries of any property other than cash, to them. These institutions pass along the payments they receive to their customers who are the beneficial owners, but only because they agree to do so in their customer agreements or because they are legally required to do so. Investors who hold Notes in street name will be indirect owners, not Registered Holders, of those Notes.

Registered Holders. Subject to limited exceptions, our obligations, as well as the obligations of the Trustee under the Indenture and the obligations, if any, of any other third parties employed by us, run only to the Registered Holders of the Notes. We do not have obligations to investors who hold beneficial interests in global notes, in street name or by any other indirect means. This will be the case whether an investor chooses to be an

indirect owner of a Note or has no choice because we are issuing the Notes only in global form.

For example, once we make a payment or give a notice to the Registered Holder, we have no further responsibility for that payment or notice even if that holder is required, under agreements with depositary participants or customers or by law, to pass it along to the indirect owners but does not do so. Similarly, if we want to obtain the approval of the holders for any purpose—for example, to amend the Indenture for a series of Notes or to relieve us of the consequences of a default or of our obligation to comply with a particular provision of the Indenture—we would seek the approval only from the Registered Holders, and not the indirect owners, of the relevant Notes. Whether and how the Registered Holders contact the indirect owners is up to the Registered Holders.

When we refer to "you" in this Base Offering Memorandum, we mean all purchasers of the Notes being offered by this Base Offering Memorandum and the applicable Supplements, whether they are the Registered Holders or only indirect owners of those Notes. When we refer to "your Notes" in this Base Offering Memorandum, we mean the Notes in which you will hold a direct or indirect interest.

Special Considerations for Indirect Owners. If you hold Notes through a bank, broker or other financial institution, either in book-entry form or in street name, you should check with your own institution to find out:

- how it handles securities payments and notices;
- whether it imposes fees or charges;
- how it would handle a request for the holders' consent, if ever required;
- how it would exercise rights under the Notes if there were a default or other event triggering the need for holders to act to protect their interests; and
- if the Notes are in book-entry form, how the depositary's rules and procedures will affect these matters.

What is a Global Note?

Unless otherwise noted in the applicable Supplement, we will issue each Note in book- entry form only. Each Note issued in book-entry form will be represented by a global note that we deposit with a common depositary for, and/or register in the name of, one or more financial institutions or clearing systems, or their nominees, which we select. A financial institution or clearing system that we select for any Note for this purpose is called the "depositary" for that Note. A Note will usually have only one depositary but it may have more. Each series of Notes will have one or more of the following as the depositaries:

- The Depository Trust Company, New York, New York, which is known as "DTC";
- Euroclear Bank S.A./N.V., as operator of the Euroclear System, which is known as "Euroclear";
- Clearstream Banking, *société anonyme*, which is known as "Clearstream"; or
- any other clearing system or financial institution named in the applicable Supplements.

The depositaries named above may also be participants in one another's systems. Thus, for example, if DTC is the depositary for a global note, investors may hold beneficial interests in that Note through Euroclear or Clearstream, as DTC participants. The depositary or depositaries for your Notes will be named in the applicable Supplements; if none is named, the depositary will be DTC.

A global note may represent one or any other number of individual Notes. Generally, all Notes represented by the same global note will have the same terms. We may, however, issue a global note that represents multiple Notes of the same kind, such as Notes that have different terms and are issued at different times. We call this kind of global note a master global note. The applicable Supplements will not indicate whether your Notes are represented by a master global note.

In addition, we may issue a global note represented by a single unified global note ("**Unified Global Note**") that are eligible for sale in the United States to QIBs and to persons that are not U.S. persons in reliance on

Regulation S. The applicable Supplements will indicate whether your Notes are represented by a Unified Global Note.

A global note may not be transferred to or registered in the name of anyone other than the depositary or its nominee, unless special termination situations arise. We describe those situations below under "—Holder's Option to Obtain a Non-Global Note; Special Situations When a Global Note Will Be Terminated". As a result of these arrangements, the depositary, or its nominee, will be the sole registered owner and holder of all Notes represented by a global note, and investors will be permitted to own only indirect interests in a global note. Indirect interests must be held by means of an account with a broker, bank or other financial institution that in turn has an account with the depositary or with another institution that does. Thus, an investor whose Note is represented by a global note will not be a holder of the Note, but only an indirect owner of an interest in the global note.

If an applicable Supplement for a particular Note indicates that the Note will be issued in global form only, then the Note will be represented by a global note at all times unless and until the global note is terminated. We describe the situations in which this can occur below under "—Holder's Option to Obtain a Non-Global Note; Special Situations When a Global Note Will Be Terminated". If termination occurs, we may issue the Notes through another book-entry clearing system or decide that the Notes may no longer be held through any book-entry clearing system.

Special Considerations for Global Notes. As an indirect owner, an investor's rights relating to a global note will be governed by the account rules of the depositary and those of the investor's bank, broker, financial institution or other intermediary through which it holds its interest (such as Euroclear or Clearstream, if DTC is the depositary), as well as general laws relating to securities transfers. We do not recognize this type of investor or any intermediary as a holder of Notes and instead deal only with the depositary that holds the global note.

If Notes are issued only in the form of a global note, an investor should be aware of the following:

- an investor cannot cause the Notes to be registered in his or her own name, and cannot obtain non-global certificates for his or her interest in the Notes, except in the special situations we describe below;
- an investor will be an indirect holder and must look to his or her own bank, broker or other financial institution for payments on the Notes and protection of his or her legal rights relating to the Notes, as we describe above under "—Who is the Legal Owner of a Registered Security?";
- an investor may not be able to sell interests in the Notes to some insurance companies and other institutions that are required by law to own their Notes in non-book-entry form;
- an investor may not be able to pledge his or her interest in a global note in circumstances in which certificates representing the Notes must be delivered to the lender or other beneficiary of the pledge in order for the pledge to be effective;
- the depositary's policies will govern payments, deliveries, transfers, exchanges, notices and other matters relating to an investor's interest in a global note, and those policies may change from time to time. None of the Bank, the Trustee or the Regulation S Agent will have any responsibility for any aspect of the depositary's policies, actions or records of ownership interests in a global note. None of the Bank, the Trustee or the Regulation S Agent supervise the depositary in any way;
- the depositary may require that those who purchase and sell interests in a global note within its book-entry system use immediately available funds and your bank, broker or other financial institution may require you to do so as well; and
- financial institutions that participate in the depositary's book-entry system and through which an investor holds its interest in the global notes, directly or indirectly, may also have their own policies affecting payments, deliveries, transfers, exchanges, notices and other matters relating to the Notes, and those policies may change from time to time. For example, if you hold an interest in a global note through Euroclear or Clearstream, when DTC is the depositary, Euroclear or Clearstream, as applicable, may require those who purchase and sell interests in that Note through them to use

immediately available funds and comply with other policies and procedures, including deadlines for giving instructions as to transactions that are to be effected on a particular day. There may be more than one financial intermediary in the chain of ownership for an investor. None of the Bank, the Trustee or the Regulation S Agent monitor or is responsible for the policies or actions or records of ownership interests of any of those intermediaries.

Holder's Option to Obtain a Non-Global Note; Special Situations When a Global Note Will Be Terminated. If we issue any Notes in book-entry form but we choose to give the beneficial owners of such Notes the right to obtain non-global notes, any beneficial owner entitled to obtain non-global notes may do so by following the applicable procedures of the depositary, any transfer agent or registrar for such Notes and that owner's bank, broker or other financial institution through which that owner holds its beneficial interest in the Notes. If you are entitled to request a non-global certificate and wish to do so, you will need to allow sufficient lead time to enable us or our agent to prepare the requested certificate.

In addition, in a few special situations described below, a global note will be terminated and interests in it will be exchanged for certificates in non-global form representing the Notes it represented. After that exchange, the choice of whether to hold the Notes directly or in street name will be up to the investor. Investors must consult their own banks, brokers or other financial institutions, to find out how to have their interests in a global note transferred on termination to their own names, so that they will be holders. We have described the rights of holders and street name investors above under "—Who is the Legal Owner of a Registered Security?"

The special situations for termination of a global note are as follows:

- if the depositary notifies us that it is unwilling, unable or no longer qualified to continue as depositary for that global note and we do not appoint another institution to act as depositary within 60 days;
- if we notify the Trustee or Regulation S Agent, as applicable, that we wish to terminate that global note; or
- if an Event of Default has occurred with regard to these Notes and has not been cured or waived.

If a global note is terminated, only the depositary, and none of the Bank, the Trustee or the Regulation S Agent for any Notes, is responsible for deciding the names of the institutions in whose names the Notes represented by the global note will be registered and, therefore, who will be the Registered Holders of those Notes.

Considerations Relating to DTC

DTC has informed us that it is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC holds securities that DTC participants deposit with DTC. DTC also facilitates the settlement among DTC participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in DTC participants' accounts, thereby eliminating the need for physical movement of certificates. DTC participants include securities brokers and dealers, banks, trust companies and clearing corporations, and may include other organizations. DTC is owned by a number of its direct participants and by the New York Stock Exchange, Inc. and the Financial Industry Regulatory Authority, Inc. Indirect access to the DTC system also is available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly. The rules applicable to DTC and DTC participants are on file with the SEC.

Purchases of Notes within the DTC system must be made by or through DTC participants, who will receive a credit for the Notes on DTC's records. Transfers of ownership interests in the Notes are accomplished by entries made on the books of participants acting on behalf of beneficial owners.

Redemption notices will be sent to DTC's nominee, Cede & Co., as the Registered Holder of the Notes. If

less than all of the Notes are being redeemed, DTC will determine the amount of the interest of each direct participant to be redeemed in accordance with its then-current procedures.

In instances in which a vote is required, neither DTC nor Cede & Co. will itself consent or vote with respect to the Notes. Under its usual procedures, DTC would mail an omnibus proxy to the Trustee as soon as possible after the record date. The omnibus proxy assigns Cede & Co.'s consenting or voting rights to those direct participants to whose accounts such Notes are credited on the record date (identified in a listing attached to the omnibus proxy).

Distribution payments on the Notes will be made by the Trustee to DTC. DTC's usual practice is to credit direct participants' accounts on the relevant payment date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payments on such payment date. Payments by participants to beneficial owners will be governed by standing instructions and customary practices and will be the responsibility of such participants and not of DTC, the Trustee or us, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of distributions to DTC is the responsibility of the Trustee, and disbursements of such payments to the beneficial owners are the responsibility of direct and indirect participants.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that we believe to be accurate, but we assume no responsibility for the accuracy thereof. We do not have any responsibility for the performance by DTC or its participants of their respective obligations as described herein or under the rules and procedures governing their respective operations.

Considerations Relating to Clearstream and Euroclear

Clearstream and Euroclear are securities clearance systems in Europe. Clearstream and Euroclear have respectively informed us that Clearstream and Euroclear each hold securities for their customers and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Clearstream and Euroclear provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream and Euroclear also deal with domestic securities markets in several countries through established depositary and custodial relationships. Clearstream and Euroclear have established an electronic bridge between their two systems across which their respective participants may settle trades with each other. Clearstream and Euroclear customers are world-wide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Clearstream and Euroclear is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

Euroclear and Clearstream may be depositaries for a global note. In addition, if DTC is the depositary for a global note, Euroclear and Clearstream may hold interests in the global note as participants in DTC.

As long as any global note is held by Euroclear or Clearstream, as depositary, you may hold an interest in the global note only through an organization that participates, directly or indirectly, in Euroclear or Clearstream. If Euroclear or Clearstream is the depositary for a global note and there is no depositary in the United States, you will not be able to hold interests in that global note through any securities clearance system in the United States.

Payments, deliveries, transfers, exchanges, notices and other matters relating to the Notes made through Euroclear or Clearstream must comply with the rules and procedures of those systems. Those systems could change their rules and procedures at any time. We have no control over those systems or their participants and we take no responsibility for their activities. Transactions between participants in Euroclear or Clearstream, on one hand, and participants in DTC, on the other hand, when DTC is the depositary, would also be subject to DTC's rules and procedures.

Special Timing Considerations Relating to Transactions in Euroclear and Clearstream. Investors will be able to make and receive through Euroclear and Clearstream payments, deliveries, transfers, exchanges, notices

and other transactions involving any Notes held through those systems only on days when those systems are open for business. Those systems may not be open for business on days when banks, brokers and other financial institutions are open for business in the United States.

In addition, because of time-zone differences, U.S. investors who hold their interests in the Notes through these systems and wish to transfer their interests, or to receive or make a payment or delivery or exercise any other right with respect to their interests, on a particular day may find that the transaction will not be effected until the next business day in Luxembourg or Brussels, as applicable. Thus, investors who wish to exercise rights that expire on a particular day may need to act before the expiration date. In addition, investors who hold their interests through both DTC and Euroclear or Clearstream may need to make special arrangements to finance any purchases or sales of their interests between the U.S. and European clearing systems, and those transactions may settle later than would be the case for transactions within one clearing system.

Unless otherwise specified in the applicable Supplement, the Regulation S Agent will serve as the Authenticating Agent, Paying Agent and Security Registrar for Notes held by Euroclear or Clearstream (or their nominees).

UNITED STATES TAXATION

The applicable Offering Memorandum Supplement may contain a general discussion of the tax consequences of owning the Notes. The tax consequences of any particular Note depend on its terms. In all cases, you should consult your tax advisor concerning the consequences of investing in and holding any particular Note.

In addition, there is no authority that directly addresses the U.S. federal income tax treatment of instruments such as Bail-inable Notes that provide for a Bail-In Conversion under certain circumstances. You should consult your tax advisor regarding the appropriate characterization of the Bail-inable Notes for U.S. federal income tax purposes, and the U.S. federal income and other tax consequences of any Bail-In Conversion.

CANADIAN TAXATION

In the opinion of Osler, Hoskin & Harcourt LLP, our Canadian federal income tax counsel, the following summary describes the principal Canadian federal income tax considerations generally applicable to a purchaser who acquires, as beneficial owner, Notes pursuant to this Base Offering Memorandum, or shares of the Bank or an affiliate of the Bank on any Notes subject to a Bail-In Conversion ("Common Shares"), and who, at all relevant times, for purposes of the application of the *Income Tax Act* (Canada) (the "Tax Act"), (i) is not, and is not deemed to be, resident in Canada; (ii) deals at arm's-length with us, any issuer of Common Shares, and with any transferee resident or deemed to be resident in Canada to whom the purchaser disposes of Notes; (iii) is not affiliated with us; (iv) does not receive any payment of interest on the Notes in respect of a debt or other obligation to pay an amount to a person with whom we do not deal at arm's-length; (v) is entitled to receive all payments on securities as beneficial owner (vi) does not use or hold the securities in a business carried on in Canada; (vii) where the relevant securities are Notes, is not a "specified shareholder" of the Bank and is not a person who does not deal at arm's-length with a specified shareholder of the Bank for purposes of subsection 18(5) of the Tax Act (a "Holder") and (vii) where the relevant securities are Notes, is not a "specified entity" as defined in proposals to amend the Canadian Tax Act on April 29, 2022 with respect to "hybrid mismatch arrangements". Special rules, which are not discussed in this summary, may apply to a non-Canadian holder that is an insurer that carries on an insurance business in Canada and elsewhere.

This summary is based on the current provisions of the Tax Act and the regulations thereunder and on counsel's understanding of the current administrative policies and assessing practices of the Canada Revenue Agency published in writing prior to the date hereof. This summary takes into account all specific proposals to amend the Tax Act and the regulations thereunder publicly announced by or on behalf of the Minister prior to the date hereof (the "Proposed Amendments") and assumes that all Proposed Amendments will be enacted in the form proposed. However, no assurances can be given that the Proposed Amendments will be enacted as proposed, or at all. This summary does not otherwise take into account or anticipate any changes in law or administrative policy or assessing practice whether by legislative, administrative or judicial action nor does it take into account tax legislation or considerations of any province, territory or foreign jurisdiction, which may differ from those discussed herein.

This summary assumes that a Non-Resident Holder is not an entity in respect of which the Bank is a "specified entity" as defined in proposals to amend the Income Tax Act (Canada) (the "Act") released by the Minister of Finance (Canada) on April 29, 2022 with respect to "hybrid mismatch arrangements", as defined (the "Hybrid Mismatch Proposals"). In general terms, the Hybrid Mismatch Proposals provide that two entities will be treated as specified entities in respect of one another if one entity, directly or indirectly, holds a 25% equity interest in the other entity, or a third entity, directly or indirectly, holds a 25% equity interest in both entities. This summary further assumes that no amount paid or payable to a Non-Resident Holder will be the deduction component of a "hybrid mismatch arrangement" under which the payment arises within the meaning of proposed paragraph 18.4(3)(b) of the Act contained in the Hybrid Mismatch Proposals. Investors should note that the Hybrid Mismatch Proposals are in consultation form, are highly complex, and there remains significant uncertainty as to their interpretation and application. There can be no assurance that the Hybrid Mismatch Proposals will be enacted in their current form, or at all.

This summary assumes that no interest paid on the Notes will be in respect of a debt or other obligation to pay an amount to a person with whom the Bank does not deal at arm's length, within the meaning of the Act.

This summary is of a general nature only and is not exhaustive of all Canadian federal income tax considerations. It is not intended to be legal or tax advice to any particular purchaser, or in respect of any particular issuance of securities, the terms and conditions of which will be material to the Canadian federal income tax considerations with respect thereto. The Canadian federal income tax considerations may be supplemented, amended and/or replaced in a supplement to this Base Offering Memorandum, based on the terms and conditions of the securities issued pursuant to such supplement. Accordingly, prospective purchasers of securities should consult their own tax advisors having regard to their own particular circumstances, and in any event where securities are otherwise issued without disclosure of Canadian federal income tax considerations.

Currency Conversion

Generally, for purposes of the Tax Act, all amounts relating to the acquisition, holding or disposition of the Notes or Common Shares not denominated in Canadian dollars must be converted into Canadian dollars based on the exchange rates as determined in accordance with the Tax Act. The amounts subject to withholding tax and any capital gains or capital losses realized by a Holder may be affected by fluctuations in the relevant exchange rate.

Notes

Interest paid or credited or deemed to be paid or credited by the Bank on a Note (including amounts on account of, or in lieu of, or in satisfaction of interest) to a Holder will not be subject to Canadian non-resident withholding tax unless all or any portion of such interest (other than on a "prescribed obligation" described below) is contingent or dependent on the use of or production from property in Canada or is computed by reference to revenue, profit, cash flow, commodity price or any other similar criterion or by reference to dividends paid or payable to shareholders of any class or series of shares of the capital stock of a corporation. A "prescribed obligation" is an "indexed debt obligation" (defined below) no amount payable in respect of which, other than an amount determined by reference to a change in the purchasing power of money, is contingent or dependent upon any of the criteria described in the preceding sentence. An "indexed debt obligation" is a debt obligation the terms or conditions of which provide for an adjustment to an amount payable in respect of the obligation for a period during which the obligation was outstanding that is determined by reference to a change in the purchasing power of money.

In the event that a Note the interest (or deemed interest) payable on which is not exempt from Canadian withholding tax is redeemed, cancelled or purchased by the Bank or any other person resident or deemed to be resident in Canada from a Non-resident Holder or is otherwise assigned or transferred by a Holder to a person resident or deemed to be resident in Canada for an amount which exceeds, generally, the issue price thereof, the excess may be deemed to be interest and may, together with any interest that has accrued on the Note to that time, be subject to non-resident withholding tax. Such excess will not be subject to withholding tax if the Note is considered to be an "excluded obligation" for purposes of the Tax Act. A Note that: (a) is not an indexed debt obligation; (b) was issued for an amount not less than 97 per cent. of the principal amount (as defined in the Tax Act) of the Note, and (c) the yield from which, expressed in terms of an annual rate (determined in accordance with the Tax Act) on the amount for which the Note was issued does not exceed 4/3 of the interest stipulated to be payable on the Note, expressed in terms of an annual rate on the outstanding principal amount from time to time, will be an excluded obligation for this purpose.

Generally, there are no other taxes on income (including taxable capital gains) payable by a Holder on interest, discount, or premium on a Note or on the proceeds received by a Holder on the disposition of a Note including a redemption, payment on maturity, Bail-in Conversion, cancellation or purchase). However, additional Canadian federal income tax considerations could be relevant if a Note may be physically settled otherwise than on a Bail-in Conversion; such considerations will be described particularly in the relevant supplement for such Notes.

Common Shares

Dividends paid or credited, or deemed under the Tax Act to be paid or credited, on Common Shares of the Bank or of any affiliate of the Bank that is a Canadian resident corporation to a Holder will generally be subject to Canadian non-resident withholding tax at the rate of 25% on the gross amount of such dividends unless the rate is reduced under the provisions of an applicable income tax treaty or convention between Canada and the country of residence of the Holder.

A Holder will not be subject to tax under the Tax Act in respect of any capital gain realized on a disposition or deemed disposition of a Common Share unless the Common Share is or is deemed to be "taxable Canadian property" of the Holder for the purposes of the Tax Act and the Holder is not entitled to an exemption under an applicable income tax convention between Canada and the country in which the Holder is resident.

SELLING RESTRICTIONS

General

No action has been taken by the Bank that would permit an offer to the public of the Notes or possession or distribution of this Base Offering Memorandum or any other offering material in any jurisdiction where action for that purpose is required. Accordingly, each Dealer has agreed and each further Dealer appointed under the Private Placement Program and each other purchaser will be required to agree that it will comply with all applicable laws and regulations in force in any jurisdiction in which it purchases, offers or sells Notes or possesses or distributes this Base Offering Memorandum or any other offering material and will obtain any consent, approval or permission required by it for the purchase, offer or sale by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers or sales and the Bank shall have no responsibility therefor. With regard to the Notes, the relevant purchaser will be required to comply with such other additional restrictions as the Bank and the relevant purchaser shall agree and as shall be set out in the applicable Supplement.

United States

The Notes have not been and will not be registered under the Securities Act or any state securities laws and may not be offered or sold within the United States or its territories or possessions or to or for the account or benefit of U.S. persons as defined in Regulation S under the Securities Act except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Each Dealer will offer or sell the Notes only in accordance with the limitations set forth by Regulation S and/or Rule 144A or otherwise pursuant to relevant exemption from registration under the Securities Act.

Each purchaser of 144A Notes, Regulation S Notes and Unified Notes offered hereby in making its purchase will be deemed to represent, warrant and agree with the Bank of the Notes as set forth under "*Notice to Investors*" herein.

Canada

No prospectus in relation to the Notes has been filed with the securities regulatory authority in any province or territory of Canada. The Notes have not been and will not be qualified for sale under the securities laws of any province or territory of Canada. Each Dealer has represented and agreed, and each further Dealer appointed under the Private Placement Program will be required to represent and agree, that it has not, and will not offer, sell or deliver any Notes, directly or indirectly, in Canada or to or for the benefit of any resident of Canada except in compliance with all applicable securities laws of the provinces and territories of Canada. Notes offered in Canada may be subject to additional Canadian selling restrictions as the Bank and the relevant Dealer may agree as indicated in the applicable Supplement.

CERTAIN BENEFIT PLAN CONSIDERATIONS

A fiduciary of an employee benefit plan subject to Title I of ERISA, should consider the fiduciary standards of ERISA in the context of the employee benefit plan's particular circumstances before authorizing an investment in any debt securities. Among other factors, the fiduciary should consider whether the investment would satisfy the prudence and diversification requirements of ERISA and would be consistent with the documents and instruments governing the employee benefit plan, and whether the investment would involve a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code.

Section 406 of ERISA and Section 4975 of the Code prohibit (i) employee benefit plans which are subject to Title I of ERISA, (ii) "plans" defined in Section 4975 of the Code (including individual retirement accounts and "Keogh" plans) which are subject to Section 4975 of the Code and (iii) entities whose underlying assets are considered to include "plan assets" of any employee benefit plan subject to Title I of ERISA or plan subject to Section 4975 of the Code (each of the foregoing described in clauses (i), (ii) and (iii) referred to herein as an "ERISA plan"), from engaging in certain transactions involving "plan assets" with persons who are "parties in interest" under ERISA or "disqualified persons" under the Code ("parties in interest") with respect to the ERISA plan. A violation of these prohibited transaction rules may result in civil penalties or other liabilities under ERISA and/or an excise tax under Section 4975 of the Code for those persons, unless exemptive relief is available under an applicable statutory, regulatory or administrative exemption. In addition, the fiduciary of the ERISA plan that engaged in such a non-exempt prohibited transaction may be subject to penalties and liabilities under ERISA and Section 4975 of the Code.

The acquisition, holding or, if applicable, exchange, of debt securities by an ERISA plan with respect to which we or certain of our affiliates is or becomes a party in interest may constitute or result in a prohibited transaction under ERISA or Section 4975 of the Code, unless the Note is acquired and held pursuant to and in accordance with an applicable exemption. In this regard, the U.S. Department of Labor has issued prohibited transaction class exemptions, or "PTCEs," that may provide exemptive relief if required for direct or indirect prohibited transactions that may arise from the purchase or holding of a Note. These exemptions include, without limitation:

- PTCE 84-14, an exemption for certain transactions determined or effected by independent qualified professional asset managers;
- PTCE 90-1, an exemption for certain transactions involving insurance company pooled separate accounts;
- PTCE 91-38, an exemption for certain transactions involving bank collective investment funds;
- PTCE 95-60, an exemption for transactions involving certain insurance company general accounts; and
- PTCE 96-23, an exemption for plan asset transactions managed by in-house asset managers.

In addition, Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code may provide an exemption for the purchase and sale of the Notes, provided neither the Bank nor any of its affiliates have or exercise any discretionary authority or control with respect to the investment of the assets of the ERISA plan involved in the transaction or render investment advice with respect to those assets, and the ERISA plan pays no more and receives no less than "adequate consideration" in connection with the transaction. There can be no assurance that all of the conditions of any such exemptions will be satisfied, and Notes should not be purchased or held by any person investing "plan assets" of any ERISA plan unless such purchase and holding will not constitute a non-exempt prohibited transaction under ERISA and the Code.

Certain employee benefit plans and arrangements including those that are governmental plans (as defined in Section 3(32) of ERISA), certain church plans (as defined in Section 3(33) of ERISA) and foreign plans (as described in Section 4(b)(4) of ERISA) (collectively referred to herein as "non-ERISA arrangements") are not subject to the fiduciary responsibility or prohibited transaction provisions of Title I of ERISA or Section 4975 of the Code but may be subject to similar provisions under other applicable federal, state, local, non-U.S. or other regulations, rules or laws (collectively, "similar laws").

Accordingly, by acceptance of a Note or any interest therein, each purchaser and holder of Notes or any interest therein will be deemed to have represented by its purchase and holding of the Notes that either (1) it is not and will not be an ERISA plan and is not and will not be purchasing any Notes or interest therein on behalf of or with "plan assets" of any ERISA plan or (2) the purchase and holding of the Notes or any interest therein will not constitute a non-exempt prohibited transaction under Title I of ERISA or Section 4975 of the Code. In addition, any purchaser or holder of Notes or any interest therein which is a non-ERISA arrangement will be deemed to have represented by its purchase or holding of the Notes that its purchase and holding will not violate any applicable similar law. Each purchaser and holder of Notes or any interest therein will also be deemed to have represented by its purchase and holding of the Notes that neither the Bank nor any of its affiliates is acting as a fiduciary in connection with its acquisition, holding and any subsequent disposition of the Notes.

Each purchaser and beneficial holder further represents and warrants that: (i) the person or entity making the investment decision on behalf of the purchaser or beneficial holder with respect to the acquisition and holding of the Notes (the "independent fiduciary") is independent (within the meaning of 29 CFR 2510.3-21) and is one of the following: (A) a bank as defined in section 202 of the Investment Advisers Act of 1940, as amended, (the "1940 Act") or similar institution that is regulated and supervised and subject to periodic examination by a State or Federal agency; (B) an insurance carrier qualified under the laws of more than one State to perform the services of managing, acquiring or disposing of assets of a plan; (C) an "investment adviser" registered under the 1940 Act or, if not registered an as investment adviser under the 1940 Act by reason of paragraph (1) of section 203A of such Act, is registered as an investment adviser under the laws of the State (referred to in such paragraph (1)) in which it maintains its principal office and place of business; (D) a broker-dealer registered under the Securities Exchange Act of 1934; or (E) an independent fiduciary that holds, or has under management or control, total assets of at least $50 million; (ii) the independent fiduciary is capable of evaluating investment risks independently, both in general and with regard to particular transactions and strategies; (iii) the independent fiduciary is a fiduciary under ERISA or the Code, or both, with respect to the acquisition, holding and subsequent disposition of the Notes and is responsible for exercising independent judgment in evaluating such transactions; and (iv) no fee or other compensation is being paid directly to the Bank or any affiliate of the Bank for investment advice (as opposed to other services) in connection with the acquisition, holding and subsequent disposition of the Notes. Each such purchaser and beneficial holder further acknowledge and agree that (a) neither the Bank nor any affiliate thereof is undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the acquisition, holding and subsequent disposition of the Notes and (b) the Bank has a financial interest in the sale of the Notes, which financial interests are described herein and in the applicable Supplement.

Due to the complexity of these rules and the penalties that may be imposed upon persons involved in non-exempt prohibited transactions, it is particularly important that fiduciaries or other persons considering purchasing Notes on behalf of or with "plan assets" of any ERISA plan or non-ERISA arrangement consult with their counsel regarding the availability of exemptive relief under any of the PTCEs listed above or some other basis on which such purchase and holding is not prohibited, or the potential consequences of any purchase, holding or exchange under similar laws, as applicable.

In addition to the prohibited transaction considerations noted above, ERISA and the regulations promulgated thereunder by the U.S. Department of Labor, as modified by Section 3(42) of ERISA (the "plan asset regulations"), provide that if a covered plan invests in an "equity interest" of an entity that is neither a "publicly-offered security" (as defined in the plan asset regulations) nor a security issued by an investment company registered under the U.S. Investment Company Act of 1940, as amended (the "Investment Company Act"), the covered plan's assets will include both the equity interest and an undivided interest in each of the entity's underlying assets, unless it is established that the entity is an "operating company" or that "benefit plan investors" (within the meaning of the plan asset regulations) own less than 25% of the total value of each class of equity interests in the entity. An "operating company" is defined under the plan asset regulations as an entity that is primarily engaged, directly or through a majority owned subsidiary or subsidiaries, in the production or sale of a product or service other than the investment of capital. It is not anticipated that the Notes will constitute "publicly-offered securities" or that the Bank will register under the Investment Company Act, and the Bank will not monitor whether "benefit plan investors" will own 25% or more of the total value of any class of equity interests in the Bank. That said, while no assurance can be given, we believe that the Bank should qualify as an "operating company" within the meaning of the plan asset regulations. If the underlying assets of the Bank were deemed to be "plan assets" of a covered plan, this would result, among other things, in the application of the

prudence and other fiduciary responsibility standards of ERISA to activities engaged in by the Bank and the possibility that certain transactions in which the Bank might seek to engage could constitute "prohibited transactions" under ERISA and the Code.

Each purchaser and holder of Notes has exclusive responsibility for ensuring that its purchase and holding of the Notes does not violate the fiduciary or prohibited transaction rules of Title I of ERISA, Section 4975 of the Code or any applicable similar laws. The sale of any Notes to any ERISA plan or non-ERISA arrangement is in no respect a representation by us or any of our affiliates or representatives that such an investment meets all relevant legal requirements with respect to investments by plans generally or any particular plan, or that such an investment is appropriate for plans generally or any particular plan.

PLAN OF DISTRIBUTION

The Bank may sell Notes to or through agents or dealers purchasing as principal, and also may sell Notes to one or more purchasers directly or through agents. Notes may be sold from time to time in one or more transactions at a fixed price or prices which may be changed, at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at prices to be negotiated with purchasers.

One or more applicable Supplements will set forth the terms of any offering of Notes, including the name or names of any Dealers, the initial public offering price, the proceeds to the Bank, any underwriting discount or commission to be paid to any Dealers and any discounts, concessions or commissions allowed or re-allowed or paid by any Dealers to other Dealers.

The Notes may be sold directly by the Bank at such prices and upon such terms as agreed to by the Bank and the purchaser or through Dealers designated by the Bank from time to time. Any commissions payable by the Bank to any Dealer will be set forth in the applicable Supplement. Unless otherwise indicated in the applicable Supplement, any Dealer is acting on a best efforts basis for the period of its appointment.

If Dealers are used in the sale as initial purchasers, the Notes will be acquired by the Dealers for their own account and may be resold from time to time in one or more transactions, including negotiated transactions, at a fixed offering price or at varying prices determined at the time of sale or at prices prevailing at the time of sale or at prices related to such prevailing prices. The obligations of the Dealers to purchase such Notes will be subject to certain conditions precedent, and the Dealers will be obligated to purchase all the Notes offered by the applicable Supplement if any of such Notes are purchased.

Any offering price and any discounts or concessions allowed or re-allowed or paid to Dealers may be changed from time to time. The Bank may agree to pay the Dealers a commission for various services relating to the issue and sale of any Notes offered hereby. Any such commission will be paid out of the general corporate funds of the Bank. Certain Dealers who participate in the distribution of the Notes may be entitled under agreements to be entered into with the Bank to indemnification by the Bank against certain liabilities, including liabilities under Canadian and U.S. securities legislation, or to contribution with respect to payments which such Dealers may be required to make in respect thereof.

In connection with any offering of the Notes (unless otherwise specified in an applicable Supplement), the Dealers may over-allot or effect transactions which stabilize or maintain the market price of the Notes offered at a higher level than that which might exist in the open market. These transactions may be commenced, interrupted or discontinued at any time.

The Notes offered under this Base Offering Memorandum have not been qualified for sale under the securities laws of any province or territory of Canada and, unless otherwise provided in the applicable Supplement relating to a particular issue of Notes, will not be offered or sold, directly or indirectly, in Canada or to any resident of Canada except in the Province of Ontario.

Conflicts of Interest

Unless otherwise specified in the applicable Supplement, Scotia Capital (USA) Inc., an affiliate of the Bank, is acting as Arranger and as a Dealer with respect to the Private Placement Program.

USE OF PROCEEDS

Unless otherwise specified in an applicable Supplement, the net proceeds to the Bank from the sale of the Notes will be added to the general funds of the Bank and utilized for general banking purposes.

LIMITATIONS ON ENFORCEMENT OF U.S. LAWS AGAINST THE BANK, OUR MANAGEMENT AND OTHERS

The Bank is incorporated under the laws of Canada pursuant to the Bank Act. Substantially all of our directors and executive officers reside outside the United States, and all or a substantial portion of our assets and the assets of such persons are located outside the United States. As a result, it may be difficult for you to affect service of process within the United States upon such persons, or to realize upon judgments rendered against the Bank or such persons by the courts of the United States predicated upon, among other things, the civil liability provisions of the federal securities laws of the United States. In addition, it may be difficult for you to enforce, in original actions brought in courts in jurisdictions located outside the United States, among other things, civil liabilities predicated upon such securities laws.

We have been advised by our Canadian counsel, Osler, Hoskin & Harcourt LLP, that a judgment of a United States court predicated solely upon civil liability under such laws and that would not be contrary to public policy would probably be enforceable in Canada if the United States court in which the judgment was obtained has a basis for jurisdiction in the matter that was recognized by a Canadian court for such purposes. We have also been advised by such counsel, however, that there is substantial doubt whether an original action could be brought successfully in Canada predicated solely upon such civil liabilities.

LEGAL MATTERS

Fried, Frank, Harris, Shriver & Jacobson LLP, New York, New York, has acted as legal counsel as to certain legal matters relating to the Notes. Osler, Hoskin & Harcourt LLP has acted as legal counsel as to certain matters under Canadian law and applicable matters of Ontario law.

No person has been authorized to give any information or to make any representation not contained in this Base Offering Memorandum or any applicable Supplement and, if given or made, such information or representation must not be relied upon as having been authorized by The Bank of Nova Scotia or any Dealer. This Base Offering Memorandum and the applicable Supplements do not constitute an offer to sell or a solicitation of an offer to buy any securities other than the Notes described in the applicable Supplement nor do they constitute an offer to sell or a solicitation of an offer to buy the Notes in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. The delivery of this Base Offering Memorandum and any applicable Supplement at any time does not imply that the information they contain is correct as of any time subsequent to their respective dates.

The Bank of Nova Scotia

Base Offering Memorandum

March 22, 2023