

Notice of Changes to the Overdraft Protection Agreement effective April 30, 2022

This notice outlines the changes to the Overdraft Protection Agreement that apply to all retail deposit accounts with Overdraft Protection. In summary:

- i. **Fee Options** – removing reference to the “Modified Monthly Overdraft Protection Plan”. This plan is only available for existing customers in Quebec who had Overdraft Protection Plan prior to May 21, 2021, and no longer available to new customers. Additional details can be found in the Day-to-Day Banking Companion Booklet for existing accounts.
- ii. **For joint accounts with Overdraft Protection Plan** – updating this section to reflect that any one or more of multiple account holders can provide instructions for Overdraft Protection Plan switches, provided that the underlying account has a signing arrangement with “any to sign”.
- iii. **Default** – this section is updated to clarify how the delinquent accounts will be reported to the credit reporting agency.

The Overdraft Protection Agreement can be found in the [Day-to-Day Banking Companion Booklet](#) in Part 19. Changes come into effect on April 30, 2022 and are **bolded and underlined below for emphasis** in the table below.

If you have any questions please call us at 1-800-472-6842, contact any Scotiabank branch or visit us at www.scotiabank.com.

<p style="text-align: center;"><u>Part 19</u> <u>Overdraft Protection Agreement</u> <u>(effective until April 29, 2022)</u></p>	<p style="text-align: center;"><u>Part 19</u> <u>Overdraft Protection Agreement</u> <u>(effective as of April 30, 2022)</u></p>
<p><i>Fee options</i></p> <p>1. Pay-per-use Overdraft Protection Plan</p> <p>You will be charged Per-use Overdraft Protection fee (\$5.00) on the same day or within two business days every time an overdraft is created or increased in your account. There is no Per-use Overdraft Protection fee if you do not use the overdraft. Per-use Overdraft Protection fee will not be charged more than once per day.</p>	<p><i>Fee options</i></p> <p>1. Pay-per-use Overdraft Protection Plan</p> <p>You will be charged Per-use Overdraft Protection fee (\$5.00) on the same day or within two business days every time an overdraft is created or increased in your account. There is no Per-use Overdraft Protection fee if you do not use the overdraft. Per-use Overdraft Protection fee will not be charged more than once per day.</p>

2. Monthly Overdraft Protection Plan

You will be charged Monthly Overdraft Protection fee (\$5.00) that is applied at the end of a statement cycle regardless of the number of overdraft transactions as long as the overdrawn balance is within the pre-authorized limit. This fee will apply even if your account did not go into overdraft in that month.

3. Modified Monthly Overdraft Protection Plan

You will be charged the Modified Monthly Overdraft Protection fee (\$5) per month if your account is overdrawn a day or more. We may not offer or make available any of these options to residents of certain jurisdiction(s) at our sole discretion.

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You can contact us to switch your Overdraft Protection Plan. If an account has multiple account holders, we will take instructions from any one or more of you to complete an Overdraft Protection Plan switch on your account provided your account has signing arrangement with “any to sign”.

Default

Default occurs when you fail to comply with any of the terms, including the promise to pay, outlined in any agreement you have with us and/or when you fail to operate your account in a satisfactory manner; for example, if you have multiple NSF cheques or if you become subject to or file for bankruptcy or a similar proceeding.

If your overdraft balance goes into default, the overdraft balance in your account(s) may become immediately due and payable and/or we may

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If your overdraft balance goes into default, the overdraft balance in your account(s) may become immediately due and payable and/or we may

close your account and convert your overdraft balance to delinquent demand loan status. Interest payable will be calculated daily and applied to the demand loan at a rate of 21% per annum.

Please note that default is reported to credit bureaus, which can adversely affect your credit rating and negatively impact your future borrowing capability.

close your account. **If we close your account due to unpaid overdraft balance and/or for default under this Agreement, your overdraft balance will be treated as a delinquent debt owed to us and may be reported as such to a credit reporting agency. This debt will be listed as a “Scotia Plan Loan” in our communication to you for administrative purposes.** Interest payable will be calculated daily and applied to the **balance owing** at a rate of 21% per annum **regardless of whether or not you are in default of this Agreement.**

Please note that default is reported to credit bureaus, which can adversely affect your credit rating and negatively impact your future borrowing capability.