

## Prospectus Supplement to the Short Form Base Shelf Prospectus dated August 22, 2022

*No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise.*

*This prospectus supplement, together with the short form base shelf prospectus dated August 22, 2022 to which it relates, as amended or supplemented, and each document deemed to be incorporated by reference in the short form base shelf prospectus, as amended or supplemented, constitutes a public offering of these securities only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities.*

*These securities have not been, and will not be, registered under the Securities Act of 1933 of the United States of America, as amended, or under any state securities laws and, subject to certain exceptions, may not be offered, sold or delivered, directly or indirectly, in the United States of America, its territories or possessions, or for the account or benefit of U.S. persons.*

*Information has been incorporated by reference in this prospectus supplement and the short form base shelf prospectus from documents filed with securities commissions or similar authorities in Canada. Reference is made to "Documents Incorporated by Reference". Copies of the documents incorporated herein or therein by reference may be obtained on request without charge from Investor Relations, National Bank of Canada, National Bank Tower, 600 de La Gauchetière Street West, 4<sup>th</sup> Floor, Montréal, Québec H3B 4L2, (1-866-517-5455) and are also available electronically at [www.sedarplus.ca](http://www.sedarplus.ca).*

New Issue

January 29, 2024

### Prospectus Supplement



## NATIONAL BANK OF CANADA

*(a Canadian chartered bank)*

**\$1,500,000,000**

**Medium Term Notes**

**(Non-Viability Contingent Capital (NVCC))**

**(subordinated indebtedness)**

National Bank of Canada (the "**Bank**") may from time to time offer Medium Term Notes (Non-Viability Contingent Capital (NVCC)) (the "**Notes**") with maturities of not less than one year in an aggregate principal amount of up to \$1,500,000,000 (or the equivalent thereof in other currencies or currency units) during the period that the short form base shelf prospectus of the Bank dated August 22, 2022 (the "**Prospectus**"), including any amendments thereto, remains valid. Such aggregate principal amount is subject to reduction as a result of the sale by the Bank of other securities pursuant to another prospectus supplement to the Prospectus. The Notes may be issued as interest bearing notes at rates of interest determined by the Bank from time to time, or as non-interest bearing notes issued at a discount. See "Description of the Notes".

National Instrument 44-102 – *Shelf Distributions* of the Canadian Securities Administrators permits the omission from this prospectus supplement (the "**Prospectus Supplement**") of certain terms of the Notes which will be established at the time of the offering and sale of the Notes and which will be included in one or more pricing supplements (each a "**Pricing Supplement**") incorporated by reference herein, as more particularly described under the heading "Documents Incorporated by Reference". Accordingly, the specific variable terms of any offering of a series of Notes (including, where applicable and without limitation, the aggregate principal amount of the Notes being offered, the currency, the issue and delivery date, the maturity date, the issue price, the interest rate (either fixed or floating and, if floating, the manner of calculation thereof), the interest payment date(s), any redemption, conversion, exchange, sinking fund or repurchase provisions, the names of any underwriters or agents (each an "**Investment Dealer**" and collectively, the "**Investment Dealers**") and such Investment Dealers' compensation, the method of distribution, the form of Notes and the proceeds to the Bank) will be set forth in one or more Pricing Supplements to this Prospectus Supplement. The

Bank reserves the right to set forth in a Pricing Supplement the specific variable terms of an offering of a series of Notes which are not within the options and parameters set forth in this Prospectus Supplement. See “Description of the Notes”.

The Notes will be issued as one or more series of notes pursuant to one or more supplemental trust indentures to a trust indenture (the “**Trust Indenture**”) dated as of January 29, 2018 between the Bank and Computershare Trust Company of Canada, as trustee. In addition, the Bank may offer Notes by way of another trust indenture, the terms of which would be described in the Pricing Supplement relating to such offering of Notes.

In accordance with capital adequacy requirements adopted by the Office of the Superintendent of Financial Institutions (Canada) (“**OSFI**”), non-common capital instruments issued after January 1, 2013, including Notes, must include terms providing for the full and permanent conversion of such securities into common shares (“**Common Shares**”) of the Bank upon the occurrence of certain trigger events relating to financial viability (the “**Non-Viable Capital Contingency Provisions**”) in order to qualify as regulatory capital. The specific terms of any Non-Viable Capital Contingency Provisions for any Notes that the Bank issues under this Prospectus will be described in one or more Pricing Supplements relating to such Notes.

The Notes will be direct general unsecured obligations of the Bank, constituting subordinated indebtedness for the purposes of the *Bank Act* (Canada) (the “**Bank Act**”), ranking at least equally with all other unsecured and subordinated indebtedness of the Bank from time to time issued and outstanding (other than subordinated indebtedness which has been further subordinated in accordance with its terms). In the event of the insolvency or winding-up of the Bank, the indebtedness evidenced by notes issued by the Bank, including, if a Trigger Event (as defined herein) has not occurred as contemplated under the specific Non-Viable Capital Contingency Provisions applicable to the Notes, any Notes issued hereunder, will be subordinate in right of payment to the prior payment in full of the deposit liabilities of the Bank and all other liabilities of the Bank, except liabilities which by their terms rank in right of payment equally with or subordinate to indebtedness evidenced by such notes.

**Upon the occurrence of a Trigger Event, the Notes will be automatically and immediately converted into Common Shares (an “NVCC Automatic Conversion”) which will rank equally with all other Common Shares. Investors should therefore carefully consider the disclosure with respect to the Bank, the Notes, the Common Shares and the consequences of a Trigger Event included and incorporated by reference in this Prospectus Supplement or the applicable Pricing Supplement.**

**The Notes will not be deposits insured under the *Canada Deposit Insurance Corporation Act* (Canada).**

It is not currently anticipated that the Notes will be listed on any securities exchange or quotation system and, consequently, **there is no market through which these securities may be sold and purchasers may not be able to resell securities purchased under this Prospectus Supplement. This may affect the pricing of the securities in the secondary market, the transparency and availability of trading prices, the liquidity of the securities, and the extent of issuer regulation. See “Risk Factors” in the Prospectus or the applicable Pricing Supplement.**

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## RATES ON APPLICATION

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The Bank may sell Notes to or through Investment Dealers acting as underwriters purchasing as principals, and may also sell Notes to one or more purchasers directly or through Investment Dealers acting as agents. One or more Pricing Supplements relating to each offering of a series of Notes will identify each Investment Dealer with respect to that offering and will set forth the terms of such offering including, to the extent applicable, the proceeds to the Bank, the underwriting discounts or commissions and any other discounts, concessions or commissions to be allowed or reallocated to the Investment Dealers. See “Plan of Distribution”.

The offering of Notes is subject to the approval of certain legal matters by McCarthy Tétrault LLP on behalf of the Bank.

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In this Prospectus Supplement, unless otherwise indicated, capitalized terms which are defined in the Prospectus are used herein with the meanings defined therein.

### DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus Supplement is deemed to be incorporated by reference into the Prospectus solely for the purpose of the Notes to be issued hereunder. Other documents are also incorporated or deemed to be incorporated by reference into the Prospectus and reference should be made to the Prospectus for full particulars.

The following documents have been filed with the securities regulatory authorities in each province and territory of Canada and are specifically incorporated by reference into, and form an integral part of, this Prospectus Supplement:

- (i) the Bank's annual information form dated November 30, 2023;
- (ii) the audited annual consolidated financial statements as at and for the years ended October 31, 2023 and 2022 together with the independent auditor's report thereon issued to the shareholders of the Bank, and the management's discussion and analysis as contained in the Bank's annual report for the year ended October 31, 2023 (the "**2023 Annual Report**"); and
- (iii) the Bank's management proxy circular dated February 22, 2023 in connection with the Bank's annual meeting of shareholders held on April 21, 2023.

Any documents of the type described in Section 11.1 of Form 44-101F1 – *Short Form Prospectus* filed by the Bank and any template version of marketing materials (as defined in National Instrument 41-101 - *General Prospectus Requirements*) filed by the Bank with the applicable regulatory authorities in Canada after the date of this Prospectus Supplement and prior to the termination of the offering of Notes contemplated hereby shall be deemed to be incorporated by reference in this Prospectus Supplement.

A Pricing Supplement describing the specific variable terms of an offering of a series of Notes and containing such other information that the Bank may elect to include will be delivered to purchasers of such series of Notes together with this Prospectus Supplement and the Prospectus and will be deemed to be incorporated by reference into this Prospectus Supplement and the Prospectus as of the date of the Pricing Supplement solely for the purpose of the Notes issued thereunder. Each Pricing Supplement, other than a Pricing Supplement that contains only the specific variable terms of an offering of a series of Notes, will be filed with the applicable securities regulatory authorities in Canada within two business days after the date such Pricing Supplement was first sent or delivered to a purchaser or prospective purchaser of such Notes.

Updated earnings coverage ratios, as necessary, will be filed quarterly with the applicable securities regulatory authorities in Canada, either as prospectus supplements to the Prospectus or as exhibits to the Bank's unaudited interim and audited annual consolidated financial statements, and will be deemed to be incorporated by reference into this Prospectus Supplement and the Prospectus for the issuance of Notes thereunder.

**Any statement contained in a document incorporated or deemed to be incorporated by reference in this Prospectus Supplement or the Prospectus or contemplated in this Prospectus Supplement or the Prospectus will be deemed to be modified or superseded for the purposes of this Prospectus Supplement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. 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. The making of a modifying or superseding statement will not be deemed an admission for any purpose 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 will not be deemed, except as so modified or superseded, to constitute a part of this Prospectus Supplement.**

## **DESCRIPTION OF THE NOTES**

The following is a summary of the material attributes and characteristics of the subordinated indebtedness of the Bank that will be evidenced by the Notes, which does not purport to be complete. The attributes and characteristics of the Notes set forth in this “Description of the Notes” section will apply to each series of Notes that may be offered by the Bank, unless otherwise specified in the applicable Pricing Supplement. The Notes will constitute Debt Securities of the Bank, as described under the heading “Description of the Debt Securities” in the Prospectus. Reference is made to the Trust Indenture referred to below for the full text of such attributes and characteristics. A copy of the Trust Indenture is available on SEDAR+ at [www.sedarplus.ca](http://www.sedarplus.ca).

The following description of the Notes will apply to each Note unless otherwise specified in a Pricing Supplement.

### ***General***

The Notes may be issued at various times in different series of debt securities under the Trust Indenture, or may be issued under one or more other trust indentures or without a trust indenture. In each case, the terms and conditions attaching to such Notes will be set out in the applicable trust indenture, if any, and in the applicable Pricing Supplement. The Trust Indenture does not limit the amount of subordinated indebtedness that may be issued thereunder.

This Prospectus Supplement qualifies the offering of up to \$1,500,000,000 aggregate principal amount of Notes (or the equivalent thereof in other currencies or currency units) with maturities of not less than one year.

### **Status and Subordination**

The Notes will be direct unsecured obligations of the Bank, constituting subordinated indebtedness for the purposes of the Bank Act, ranking at least equally with other subordinated indebtedness of the Bank from time to time issued and outstanding (other than subordinated indebtedness which has been further subordinated in accordance with its terms). In the event of the insolvency or winding-up of the Bank, the indebtedness evidenced by notes issued by the Bank, including, if a Trigger Event has not occurred as contemplated under the specific Non-Viable Capital Contingency Provisions applicable to the Notes, any Notes issued hereunder, will be subordinate in right of payment to the prior payment in full of the deposit liabilities of the Bank and all other liabilities of the Bank except liabilities which by their terms rank in right of payment equally with or subordinate to indebtedness evidenced by such notes. Upon the occurrence of a Trigger Event, the subordination provisions of the Notes will not be relevant since the Notes will be converted into Common Shares which will rank equally with all other Common Shares.

## **Conversion of Notes into Common Shares upon a Trigger Event**

The applicable Pricing Supplement will describe any terms with respect to exchange or conversion of the Notes including, conversion of the Notes into Common Shares upon the occurrence of a Trigger Event.

For the purposes of the foregoing:

“**Trigger Event**” has the meaning set out in the OSFI Guideline for Capital Adequacy Requirements (CAR), Chapter 2 — Definition of Capital, effective November 2023, as such term may be amended or superseded by OSFI from time to time, which currently provides that each of the following constitutes a Trigger Event:

- (a) the Superintendent of Financial Institutions (the “**Superintendent**”) publicly announces that the Bank has been advised, in writing, that the Superintendent is of the opinion that the Bank has ceased, or is about to cease, to be viable and that, after the conversion of all contingent instruments and taking into account any other factors or circumstances that are considered relevant or appropriate, it is reasonably likely that the viability of the Bank will be restored or maintained; or
- (b) a federal or a provincial government in Canada publicly announces that the Bank has accepted or agreed to accept a capital injection, or equivalent support, from the federal government or any provincial government or political subdivision in Canada or agent or agency thereof without which the Bank would have been determined by the Superintendent to be non-viable.

Notwithstanding any other provision of the Notes, an NVCC Automatic Conversion of the Notes shall not be an event of default under the Trust Indenture.

**The Notes will not be deposits insured under the *Canada Deposit Insurance Corporation Act (Canada)*.**

## **Form of Notes**

Unless otherwise specified in the applicable Pricing Supplement and except as specified below, each series of Notes will be issued in “book-entry only” form and must be purchased, transferred, converted, exchanged or redeemed, as applicable, through participants (“**Participants**”) in the depository service of CDS Clearing and Depository Services Inc., or a successor or its nominee (collectively, “**CDS**”). Each of the Investment Dealers named in a Pricing Supplement relating to the issuance of a series of Notes will be a Participant. On the closing of each offering of a series of Notes, the Bank will cause a global certificate or certificates representing the Notes (each, a “**Global Note**”) to be delivered to, and registered in the name of, CDS or will cause the Notes to be issued or authenticated in uncertificated format (“**Uncertificated Notes**”), as applicable. Except as described below or in the applicable Pricing Supplement, no purchaser of Notes will be entitled to a certificate or other instrument from the Bank or CDS evidencing that purchaser’s ownership thereof, and no purchaser will be shown on the records maintained by CDS except through a book-entry account of a Participant acting on behalf of such purchaser. Each purchaser of Notes will receive a customer confirmation of purchase from the Investment Dealer from which the Notes are purchased in accordance with the practices and procedures of that Investment Dealer. The practices of Investment Dealers may vary, but generally customer confirmations are issued promptly after the execution of a customer order. CDS will be responsible for establishing and maintaining book-entry accounts for its Participants having interests in each series of Notes. Reference in this Prospectus Supplement to a holder of Notes means, unless the context otherwise requires, the owner of the beneficial interest in the Notes.

If the “book-entry only” system ceases to exist or the Bank determines, or CDS notifies the Bank in writing, that CDS is no longer willing or able to discharge properly its responsibilities as depository with respect to the Notes and the Bank is unable to locate a qualified successor, or if the Bank at its option elects, or is required by law, to withdraw the Notes from the “book-entry only” system, then physical certificates representing Notes (“**Certificated Notes**”) will be issued in fully registered form to holders or their nominees. In addition, if previously approved by the Bank and provided for in the applicable Pricing Supplement, Certificated Notes may be issued to the holders of Notes or their nominees.

## **Events of Default**

The Trust Indenture provides that an event of default in respect of a series of Notes will only occur: (i) if the Bank becomes insolvent or bankrupt or subject to the provisions of the *Winding-up and Restructuring Act* (Canada), or any act that may be substituted therefor, as from time to time amended, or (ii) if the Bank goes into liquidation, either voluntarily or under an order of a court of competent jurisdiction, passes a resolution for the winding-up, liquidation or dissolution of the Bank or otherwise acknowledges its insolvency, or (iii) in the event that a supplemental trust indenture provides for any other event of default with respect to Notes of that series.

At any time prior to a Trigger Event, if an event of default has occurred and is continuing, the Trustee may, in its discretion and shall, upon the request of holders of not less than 25% in principal amount of the Notes, declare the principal of and interest on all outstanding Notes to be immediately due and payable. If a Trigger Event has occurred, all Notes will have been converted into Common Shares which will rank equally with all other Common Shares. If any provisions of the Bank Act prohibit the payment of such unpaid principal and interest before a specified time, the obligation of the Bank to make such payment shall be subject to such prohibition. There is no right of acceleration in the case of a default in the payment of interest or a default in the performance of any other covenant of the Bank in the Trust Indenture, although a legal action could be brought to enforce such covenant.

## **Defeasance**

If authorized pursuant to the Trust Indenture in respect of the issue of a series of Notes, the Bank can, after a period of five years from the date of issue of the Notes of that series, legally release itself from any payment or other obligations on the Notes of that series, called full defeasance, if, among others, the following conditions are satisfied:

- The Bank 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 Canada or the United States of America or a person controlled or supervised by and acting as an agency of Canada or the United States of America the payment of which is unconditionally guaranteed by Canada or the United States of America that will generate enough cash to make interest, principal and any other payments on the Notes on their various due dates.
- The Bank must deliver to the trustee a legal opinion of the Bank's counsel confirming that holders of Notes will not recognize gain or loss for Canadian income tax purposes as a result of the defeasance and will be subject to Canadian income tax on the same amount and in the same manner and at the same times as would be the case if such defeasances were not to occur.
- The Bank must deliver to the trustee an officers' certificate to the effect that the Notes, if listed on a stock exchange, will not be delisted as a result of the defeasance.
- No event that is, or after notice or lapse of time would become, an event of default shall have occurred and be continuing at the time of the defeasance.

If the Bank ever did accomplish full defeasance, as described above, the purchaser would have to rely solely on the trust deposit for repayment on the Notes. A purchaser could not look to the Bank for repayment in the event of any shortfall. All defeasance is subject to applicable law and, where applicable, the approval of the Superintendent.

## **Payment of Principal and Interest**

Reference is made to the section entitled "Book-Entry Only Securities - Payments and Deliveries" in the Prospectus regarding the payment of principal and interest on Notes represented by Global Notes or Uncertificated Notes. The payment of principal and interest on any Certificated Note will be made in such manner as set out in the applicable Pricing Supplement and the supplemental indenture relating thereto.

## **Specific Variable Terms**

The specific variable terms of any offering of a series of Notes (including, where applicable and without limitation, the aggregate principal amount of Notes being offered, the currency or currency unit, the issue and delivery date, the maturity date, the issue price, the interest rate (either fixed or floating and, if floating, the manner of calculation thereof), the interest payment date(s), any redemption, conversion (including any NVCC Automatic Conversion), exchange, sinking fund or repurchase provisions, the names of any Investment Dealers, the Investment Dealers' compensation, the method of distribution, the form of Note and the proceeds to the Bank) will be set forth in one or more Pricing Supplements which will accompany this Prospectus Supplement. The Bank reserves the right to set forth in a Pricing Supplement specific variable terms of any offering of a series of Notes which are not within the options and parameters set forth in this Prospectus Supplement.

## **Transfer of Notes**

Reference is made to the section entitled "Book-Entry Only Securities – Transfer, Conversion and Redemption of Securities" in the Prospectus regarding transfers of Notes represented by Global Notes or Uncertificated Notes. Title to Certificated Notes will be transferable upon surrender of Certificated Notes, together with an executed form, or instrument, of transfer deemed satisfactory by the Bank, at a designated transfer office of the Bank.

## **Mergers and Similar Events**

Under the Trust Indenture, the Bank is generally permitted to consolidate or merge with another entity. The Bank is also permitted to sell or lease its assets substantially as an entirety to another entity. However, the Bank may not take any of these actions unless all the following conditions are met:

- if the Bank merges, amalgamates, consolidates or otherwise is combined with, or acquired by, another entity or sells or leases substantially all of its assets, the surviving, resulting or acquiring entity must be a properly organized entity and must be legally responsible for the Notes, whether by agreement, operation of law or otherwise;
- the Trust Indenture will be a legal, valid and binding obligation of the surviving, resulting or acquiring entity enforceable against such person; and
- the merger, amalgamation, consolidation or other combination, or sale or lease of assets must not cause a default on the Notes.

If the conditions described above are satisfied with respect to the Notes, the Bank will not need to obtain the approval of the holders of the Notes in order to merge, amalgamate or consolidate or to sell its assets. Also, these conditions will apply only if the Bank wishes to merge, amalgamate or consolidate with another entity or sell substantially all of its assets to another entity. The Bank will not need to satisfy these conditions if the Bank enters into other types of transactions, including any transaction in which the Bank acquires the stock or assets of another entity, any transaction that involves a change of control, but in which the Bank does not merge or consolidate and any transaction in which the Bank sells less than substantially all of its assets. It is possible that this type of transaction may result in a reduction in the Bank's credit ratings, may negatively affect its operating results or may impair its financial condition. Holders of the Bank's Notes, however, will have no approval right with respect to any transaction of this type.

## **Modification**

The Trust Indenture and the rights of the holders of Notes may in certain circumstances be modified. For that purpose, among others, the Trust Indenture contains provisions making extraordinary resolutions binding upon all holders of Notes. "Extraordinary resolution" is defined, in effect, as a resolution passed at a meeting of holders of the Notes by the favourable votes of the holders of not less than 66 2/3% of the principal amount of Notes voted on the resolution at such meeting at which a quorum, as specified in the Trust Indenture, is present or as one or more instruments in writing signed by the holders of not less than 66 2/3% in principal amount of all the outstanding Notes. In certain cases, the modifications will require separate approval by the holders of the required percentage of Notes of the series affected thereby. The Bank may also offer Notes by way of another trust indenture, the terms of which would be described in the

Pricing Supplement relating to such offering of Notes.

Any amendment or variance of the Trust Indenture or the Notes that affects the Notes' recognition as regulatory capital under the guidelines for capital adequacy requirements for banks as interpreted by the Superintendent shall require the prior approval of the Superintendent.

### **Holders' Rights**

Rights of a holder of a Note represented by a Global Note or Uncertificated Note, including voting rights, must be exercised through a Participant in accordance with the rules and procedures of CDS.

### **Governing Law**

The Trust Indenture and the Notes will be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein. The Bank may also offer Notes by way of another trust indenture, the terms of which would be described in the Pricing Supplement relating to such offering of Notes.

## **PLAN OF DISTRIBUTION**

The Bank may sell Notes to or through Investment Dealers acting as underwriters purchasing as principals and may also sell Notes to one or more purchasers directly or through Investment Dealers acting as 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 Pricing Supplements will set forth the terms of any offering of a series of Notes, including the name or names of any Investment Dealers, the issue price, the proceeds to the Bank, any underwriting discount or commission or discount or commission to be paid to any agents and any discounts, concessions or commissions allowed or reallocated or paid by any Investment Dealers to other investment 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 agents designated by the Bank from time to time. Any agent involved in the offering and sale of the Notes will be named, and any commissions payable by the Bank to such agent will be set forth, in the applicable Pricing Supplement. Unless otherwise indicated in the applicable Pricing Supplement, any agent is acting on a "reasonable best efforts" basis for the period of its appointment.

If underwriters are used in the sale, the Notes will be acquired by the underwriters for their own account and may be resold from time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale, at market prices prevailing at the time of sale or at prices related to such prevailing market prices. The obligations of the underwriters to purchase such Notes will be subject to certain conditions precedent, and the underwriters will be obligated to purchase all the Notes offered by the Pricing Supplement if any of such Notes are purchased.

Any public offering price and any discounts or concessions allowed or re-allowed or paid to Investment Dealers may be changed from time to time. The Bank may agree to pay the Investment 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. Investment Dealers who participate in the distribution of the Securities may be entitled under agreements to be entered into with the Bank to indemnification by the Bank against certain liabilities, including liabilities under securities legislation, or to contribution with respect to payments which such Investment Dealers may be required to make in respect thereof.

Each series of Notes will be a new issue of securities with no established trading market. Unless otherwise specified in a Pricing Supplement relating to a series of Notes, the Notes will not be listed on any securities exchange or quotation system. In connection with any offering of Notes, the Investment Dealers may, subject to the foregoing, over-allot or effect transactions which stabilize or maintain the market price of the Notes offered at a level above that which might



otherwise prevail in the open market. Such transactions, if commenced, may be discontinued at any time. Any Investment Dealers to or through whom Notes are sold by the Bank for public offering and sale may make a market in the Notes, but such Investment Dealers will not be obligated to do so and may discontinue any market making at any time without notice. No assurance can be given that a trading market in the Notes of any series will develop or as to the liquidity of any trading market for the Notes.

If so indicated in the applicable Pricing Supplement relating to a particular series of Notes, the Bank will authorize Investment Dealers to solicit offers by certain institutions to purchase Notes of such series from the Bank pursuant to delayed delivery contracts providing for payment and delivery at a future date. Such contracts will be subject only to those conditions set forth in the applicable Pricing Supplement, and which will set forth the commission payable for solicitation of such contracts.

## **USE OF PROCEEDS**

Except as otherwise described in a Pricing Supplement, the proceeds to the Bank from the sale of the Notes will be added to the Bank's general funds and will be utilized for general banking purposes. All expenses relating to an offering of a series of Notes, including any compensation paid to the Investment Dealers, will be paid out of the Bank's general funds. The Bank may, from time to time, issue debt instruments and incur additional indebtedness other than through the issue of Notes pursuant to this Prospectus Supplement.

## **LEGAL MATTERS**

Certain legal matters in connection with the offering of Notes will be passed upon by McCarthy Tétrault LLP, on behalf of the Bank. As of the date hereof, partners, counsel and associates of McCarthy Tétrault LLP beneficially own, directly or indirectly, less than one percent of any issued and outstanding securities of the Bank or any associates or affiliates of the Bank.

## **TRANSFER AGENT AND REGISTRAR**

The transfer agent and registrar for the Notes will be Computershare Trust Company of Canada or its agent at its principal office in the cities of Vancouver, Calgary, Toronto and Montréal.

## **RISK FACTORS**

### **Creditworthiness of the Bank**

The value of the Notes will be affected by the general creditworthiness of the Bank. The 2023 Annual Report which is incorporated by reference in this Prospectus Supplement discusses, among other things, known material trends and events, and risks or uncertainties, that are reasonably expected to have a material effect on the Bank's business, financial condition or results of operations.

### **Optional Redemption by the Bank**

An optional redemption feature of the Notes is likely to limit their market value. During any period when the Bank may elect to redeem Notes prior to the maturity date, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

If Notes are redeemable at the option of the Bank prior to the maturity date, the Bank may redeem all or some of the Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, a holder of a Note generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes

being redeemed and may only be able to do so at a significantly lower rate. Potential purchasers should consider reinvestment risk in light of other investments available at that time.

### **Credit Ratings**

Real or anticipated changes in credit ratings on the Notes may affect the market value of the Notes. In addition, real or anticipated changes in credit ratings can affect the cost at which the Bank can transact or obtain funding, and thereby affect its liquidity, business, financial condition, prospects or results of operations.

### **Market and Interest Rate Fluctuations**

The value of the Notes may be affected by market value fluctuations resulting from factors which influence the Bank's operations, including regulatory developments, competition and global market activity.

### **No Established Trading Market**

It is not currently anticipated that the Notes will be listed on any stock exchange or quotation system and, consequently, there may be no market through which the Notes may be sold and purchasers may therefore be unable to resell such Notes. This may affect the pricing of the Notes in any secondary market, the transparency and availability of trading prices, the liquidity of the Notes and the extent of issuer regulation. In addition, holders of Notes should be aware of the prevailing and widely reported global credit market conditions, whereby there is at times a general lack of liquidity in the secondary market. As a result, the Bank may face additional risks in some of its global operations.

There can be no assurance that an active trading market will develop for the Notes after the offering, or if developed, that such a market will be sustained at the offering price of the Notes.