

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 2, 2024 to which it relates, as amended or supplemented and each document incorporated or deemed to be incorporated by reference in the short form base shelf prospectus, constitutes a public offering of securities offered pursuant hereto only in the jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities. This offering is not being made in the United States. The securities being offered hereunder have not been, and will not be, registered under the United States Securities Act of 1933, as amended, and may not be offered or sold in the United States of America or to or for the account or benefit of U.S. persons (as defined herein). See “Plan of Distribution”.

Information has been incorporated by reference in this prospectus supplement and the accompanying short form base shelf prospectus dated August 2, 2024 from documents filed with securities commissions or similar authorities in Canada. Copies of the short form base shelf prospectus and documents incorporated by reference therein may be obtained on request without charge from the Executive Vice-President and Chief Legal and Governance Officer of TELUS Corporation at 510 W. Georgia St., 23rd Floor, Vancouver, British Columbia V6B 0M3 (telephone 604.695.6420). Copies of these documents are also available electronically on the System for Electronic Data Analysis and Retrieval+ of the Canadian Securities Administrators (“SEDAR+”) at www.sedarplus.ca.

**PROSPECTUS SUPPLEMENT
To a Short Form Base Shelf Prospectus dated August 2, 2024**

New Issue

April 15, 2025



TELUS Corporation

\$1,100,000,000 6.25% Fixed-to-Fixed Rate Junior Subordinated Notes, Series CAR due July 21, 2055

\$500,000,000 6.75% Fixed-to-Fixed Rate Junior Subordinated Notes, Series CAS due July 21, 2055

(unsecured)

This prospectus supplement qualifies the offering (the “Offering”) of the 6.25% Fixed-to-Fixed Rate Junior Subordinated Notes, Series CAR due July 21, 2055 (the “Series CAR Notes”) and the 6.75% Fixed-to-Fixed Rate Junior Subordinated Notes, Series CAS due July 21, 2055 (the “Series CAS Notes” and, together with the Series CAR Notes, the “Notes”) of TELUS Corporation (“TELUS” or the “Company”).

The Series CAR Notes will bear interest (i) from, and including, April 21, 2025 to, but excluding, July 21, 2030 (the “Series CAR First Reset Date”) at a rate of 6.25% per annum, and thereafter (ii) from, and including, each Series CAR Interest Reset Date (as defined herein) with respect to each Series CAR Interest Reset Period (as defined herein) to, but excluding, the next succeeding Series CAR Interest Reset Date, the date of maturity or the date of redemption, as the case may be, at a rate per annum equal to the Five Year Government of Canada Yield (as defined herein) as of the most recent Series CAR Interest Reset Determination Date (as defined herein) plus a spread of 3.482%, to be reset on each Series CAR Interest Reset Date; provided, that the interest rate will not reset below 6.25%. Subject to the Company’s right to defer interest payments as described herein, interest on the Series CAR Notes will be payable in arrears in equal semi-annual instalments (except the first interest payment) on January 21 and July 21 of each year (each, a “Series CAR Interest Payment Date”), commencing on January 21, 2026. The first interest payment on the Series CAR Notes (long first coupon) on January 21, 2026 will be in an amount equal to \$51,515,410.96. **The effective yield on the Series CAR Notes, if held to the Series CAR First Reset Date, will be 6.25%.**

The Series CAS Notes will bear interest (i) from, and including, April 21, 2025 to, but excluding, July 21, 2035 (the “Series CAS First Reset Date”) at a rate of 6.75% per annum, and thereafter (ii) from, and including, each Series CAS Interest Reset Date (as defined herein) with respect to each Series CAS Interest Reset Period (as defined

herein) to, but excluding, the next succeeding Series CAS Interest Reset Date, the date of maturity or the date of redemption, as the case may be, at a rate per annum equal to the Five Year Government of Canada Yield (as defined herein) as of the most recent Series CAS Interest Reset Determination Date (as defined herein) plus a spread of 3.609%, to be reset on each Series CAS Interest Reset Date; provided, that the interest rate will not reset below 6.75%. Subject to the Company's right to defer interest payments as described herein, interest on the Series CAS Notes will be payable in arrears in equal semi-annual instalments (except the first interest payment) on January 21 and July 21 of each year (each, a "Series CAS Interest Payment Date"), commencing on January 21, 2026. The first interest payment on the Series CAS Notes (long first coupon) on January 21, 2026 will be in an amount equal to \$25,289,383.56. **The effective yield on the Series CAS Notes, if held to the Series CAS First Reset Date, will be 6.75%.**

So long as no event of default has occurred and is continuing under the applicable Canadian Indenture (as defined herein), the Company may elect, at its sole option, on any date other than a Series CAR Interest Payment Date or a Series CAS Interest Payment Date, as applicable, to defer the interest payable on the applicable series of Notes on one or more occasions for up to five consecutive years (each, a "Deferral Period"). There is no limit on the number of Deferral Periods that may occur for a series of Notes. Any such deferral will not constitute an event of default or any other breach under the applicable Canadian Indenture. See "Details of the Offering – Deferral Right". Deferred interest will accrue, compounding on each subsequent Series CAR Interest Payment Date or Series CAS Interest Payment Date, as applicable, until paid, to the extent permitted by law. No Deferral Period may extend beyond the date of maturity for the applicable series of Notes and, for greater certainty, all accrued and unpaid interest (including any deferred interest) shall be due and payable on the date of maturity or the date of redemption for the applicable series of Notes, as applicable. If the Company elects to defer interest payable on any series of Notes, it will be subject to the restrictions described under "Details of the Offering – Dividend Stopper Undertaking".

The Company may, at its option, redeem the Series CAR Notes in whole or at any time in part from time to time, by giving prior notice of not less than 10 days nor more than 60 days to the holders of the Series CAR Notes (i) on any day in the period commencing on and including the date that is 90 days prior to the Series CAR First Reset Date and ending on and including the Series CAR First Reset Date, and (ii) after the Series CAR First Reset Date, on any Series CAR Interest Payment Date, in each case, at a redemption price equal to 100% of the principal amount of the Series CAR Notes redeemed, together with accrued and unpaid interest (including deferred interest, if any) thereon to, but excluding, the date of redemption. See "Details of the Offering – Optional Redemption". At any time within 90 days following the occurrence of a Tax Event (as defined herein), the Company may, at its option, redeem all (but not less than all) of the Series CAR Notes at a redemption price equal to 100% of the principal amount thereof, together with accrued and unpaid interest (including deferred interest, if any) thereon to, but excluding, the date of redemption. At any time within 90 days following the occurrence of a Rating Event (as defined herein), the Company may, at its option, redeem all (but not less than all) of the Series CAR Notes at a redemption price equal to 102% of the principal amount thereof, together with accrued and unpaid interest (including deferred interest, if any) thereon to, but excluding, the date of redemption. See "Details of the Offering – Redemption on Tax Event or Rating Event".

The Company may, at its option, redeem the Series CAS Notes in whole or at any time in part from time to time, by giving prior notice of not less than 10 days nor more than 60 days to the holders of the Series CAS Notes (i) on any day in the period commencing on and including the date that is 90 days prior to the Series CAS First Reset Date and ending on and including the Series CAS First Reset Date, and (ii) after the Series CAS First Reset Date, on any Series CAS Interest Payment Date, in each case, at a redemption price equal to 100% of the principal amount of the Series CAS Notes redeemed, together with accrued and unpaid interest (including deferred interest, if any) thereon to, but excluding, the date of redemption. See "Details of the Offering – Optional Redemption". At any time within 90 days following the occurrence of a Tax Event (as defined herein), the Company may, at its option, redeem all (but not less than all) of the Series CAS Notes at a redemption price equal to 100% of the principal amount thereof, together with accrued and unpaid interest (including deferred interest, if any) thereon to, but excluding, the date of redemption. At any time within 90 days following the occurrence of a Rating Event (as defined herein), the Company may, at its option, redeem all (but not less than all) of the Series CAS Notes at a redemption price equal to 102% of the principal amount thereof, together with accrued and unpaid interest (including deferred interest, if any) thereon to, but excluding, the date of redemption. See "Details of the Offering – Redemption on Tax Event or Rating Event".

The Notes of each series will be direct unsecured and subordinated obligations of the Company. The payment of principal, premium (if any) and interest on the Notes will be subordinated in right of payment to all existing and

future Senior Indebtedness (as defined herein) of the Company as described under “Description of the Offering – Subordination”. Each series of Notes will be effectively subordinated to all existing and future indebtedness and obligations of, or guaranteed by, the Company’s subsidiaries and will rank equally with any present and future Parity Indebtedness (as defined herein).

Unless the Company redeems the Series CAR Notes earlier, the Series CAR Notes will mature on July 21, 2055. Unless the Company redeems the Series CAS Notes earlier, the Series CAS Notes will mature on July 21, 2055.

Securities legislation in certain of the provinces of Canada provides purchasers with the right to withdraw or rescind from an agreement to purchase securities. See “Purchasers’ Statutory Rights” for information about a purchaser’s statutory rights in respect of a purchase of Securities under this Prospectus.

TELUS maintains its registered office at 510 W. Georgia St., 5th Floor, Vancouver, British Columbia V6B 0M3 and its executive office at 510 W. Georgia St., 23rd Floor, Vancouver, British Columbia V6B 0M3.

This Offering is being made in all of the provinces of Canada. See “Plan of Distribution”.

The Notes offered hereby will generally be qualified investments under the *Income Tax Act* (Canada) (the “Tax Act”). See “Eligibility for Investment”.

An investment in each series of Notes bears certain risks. See “Risk Factors” on page S-13 of this prospectus supplement.

	Price to Public	Agents’ Fees ⁽¹⁾	Net Proceeds to the Company ⁽¹⁾⁽²⁾⁽³⁾
Series CAR Notes, per \$1,000 principal amount	\$999.65	\$7.50	\$992.15
Series CAS Notes, per \$1,000 principal amount	\$999.59	\$7.50	\$992.09
Total	\$1,599,410,000	\$12,000,000	\$1,587,410,000

Notes:

- (1) TELUS has agreed to indemnify the Agents (as defined herein) against certain liabilities. See “Plan of Distribution”.
- (2) Consisting of the purchase price of 99.965% (or \$1,099,615,000) less the Agents’ fees in respect of the Series CAR Notes and the purchase price of 99.959% (or \$499,795,000) less the Agents’ fees in respect of the Series CAS Notes.
- (3) Before deducting expenses of the issue estimated at \$4,000,000 which, together with the Agents’ fees, will be paid by the Company.

There is no market through which the Notes may be sold and purchasers may not be able to resell the Notes purchased under this prospectus supplement and the short form base shelf prospectus to which it relates. This may affect the pricing of the Notes in the secondary market, the transparency and availability of trading prices, the liquidity of the Notes, and the extent of issuer regulation. See “Risk Factors” on page S-13 of this prospectus supplement.

RBC Dominion Securities Inc., Scotia Capital Inc., TD Securities Inc., BMO Nesbitt Burns Inc., CIBC World Markets Inc., Desjardins Securities Inc., J.P. Morgan Securities Canada Inc., National Bank Financial Inc., Wells Fargo Securities Canada, Ltd., SMBC Nikko Securities Canada, Ltd. and ATB Securities Inc. (collectively, the “Agents”), as agents, conditionally offer the Notes on a best efforts basis if, as and when issued and sold by TELUS in accordance with the conditions of the agency agreement described under “Plan of Distribution” and subject to the approval of certain legal matters on behalf of TELUS by Norton Rose Fulbright Canada LLP, of Toronto, Ontario, the Company’s Canadian counsel, and on behalf of the Agents by Osler, Hoskin & Harcourt LLP of Toronto, Ontario, the Agents’ Canadian counsel. Subscriptions will be received subject to rejection or allotment in whole or in part and the right is reserved to close the subscription books at any time without notice. It is expected that the Notes of each series will be available for delivery in book-entry form only on closing of this Offering, which is expected to occur on or about April 21, 2025 or such other date as may be agreed upon by TELUS and the Agents.

In connection with this Offering, the Agents may, subject to applicable law, effect transactions which stabilize or maintain the market price of the Notes of each series offered at levels other than those that might otherwise

prevail on the open market. Such transactions, if commenced, may be discontinued at any time. See “Plan of Distribution”.

Each of the Agents is an affiliate of a financial institution which is a lender to the Company under a \$2.75 billion unsecured credit facility with a syndicate of financial institutions (the “TELUS Corporation Credit Facility”). Each of the Agents, other than J.P. Morgan Securities Canada Inc. and ATB Securities Inc., is an affiliate of a financial institution which is a lender to TELUS International (Cda) Inc. (formerly doing business as TELUS International and now doing business as TELUS Digital Experience) under a US\$2 billion bank credit facility, secured by its assets, expiring on January 3, 2028 (the “TELUS International (Cda) Inc. Credit Facility”). Additionally, TD Securities Inc. is the financial services agent of, and an affiliate of a financial institution which is a sponsor of and liquidity provider to, an arm’s length securitization trust under which TELUS is currently able to borrow up to a maximum of \$1.6 billion, secured by certain trade receivables and unbilled customer finance receivables (the “Receivables Trust”). Consequently, the Company may be considered to be a connected issuer of each such Agent for purposes of securities legislation of the provinces of Canada. See “Plan of Distribution”.

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CURRENCY

Unless otherwise indicated, all references to “\$” or “dollar” in this prospectus supplement refer to the Canadian dollar and all references to “US\$” or “US dollar” in this prospectus supplement refer to the United States dollar. For information purposes, the daily average exchange rate as reported by the Bank of Canada on April 14, 2025 was US\$1.00 = \$1.3881.

DOCUMENTS INCORPORATED BY REFERENCE

This prospectus supplement is deemed to be incorporated by reference into the accompanying short form base shelf prospectus of TELUS dated August 2, 2024 (the “short form base shelf prospectus”) solely for the purposes of this Offering. Other documents are also incorporated or deemed to be incorporated by reference into the short form base shelf prospectus and reference should be made to the short form base shelf prospectus for full particulars thereof.

The following documents, which have been filed by the Company with securities commissions or similar authorities in Canada, are also specifically incorporated by reference into and form an integral part of the short form base shelf prospectus, as supplemented by this prospectus supplement:

- (a) the annual information form of the Company dated February 13, 2025, for the year ended December 31, 2024;
- (b) the audited consolidated financial statements of the Company as at and for the years ended December 31, 2024 and December 31, 2023, together with the report of the independent registered public accounting firm thereon;
- (c) management’s discussion and analysis of financial results for the year ended December 31, 2024 (the “Annual MD&A”);
- (d) the information circular dated March 14, 2025, prepared in connection with the Company’s annual general meeting to be held on May 9, 2025;
- (e) the indicative term sheets in respect of each of the Series CAR Notes and the Series CAS Notes (collectively, the “Indicative Term Sheets”), prepared for potential investors in connection with this Offering; and
- (f) the Final Term Sheets (as defined below) dated April 15, 2025.

Any document of the type required by National Instrument 44-101 – *Short Form Prospectus Distributions* to be incorporated by reference into a short form prospectus, including any annual information forms, material change reports (excluding any confidential material change report), business acquisition reports, condensed interim financial statements, annual financial statements together with the reports of the independent registered public accounting firm thereon, interim and annual management’s discussion and analyses of financial results and information circulars, filed by the Company with securities commissions or similar authorities in Canada subsequent to the date of this prospectus supplement and prior to the termination of the Offering under this prospectus supplement, shall be deemed to be incorporated by reference into this prospectus supplement and the short form base shelf prospectus.

The Indicative Term Sheets are not a part of this prospectus supplement to the extent that the contents of the Indicative Term Sheets have been modified or superseded by a statement contained in this prospectus supplement. The Indicative Term Sheets did not include a number of terms of this Offering. The terms of this Offering have been finalized, including (i) to reflect an aggregate principal amount of \$1,100,000,000 of the Series CAR Notes offered hereby, a price to the public of \$999.65 per \$1,000 principal amount of Series CAR Notes and an interest rate which will be (a) from and including April 21, 2025 to, but excluding, the Series CAR First Reset Date, a rate of 6.25% per annum until the Series CAR First Reset Date and thereafter (b) from and including each Series CAR Interest Reset Date with respect to each Series CAR Interest Reset Period to, but excluding, the next succeeding Series CAR Interest Reset Date, the date of maturity or the date of redemption,

as the case may be, a rate per annum equal to the Five Year Government of Canada Yield as of the most recent Series CAR Interest Reset Determination Date plus a spread of 3.482%, to be reset on each Series CAR Interest Reset Date and (ii) to reflect an aggregate principal amount of \$500,000,000 of the Series CAS Notes offered hereby, a price to the public of \$999.59 per \$1,000 principal amount of Series CAS Notes and an interest rate which will be (a) from and including April 21, 2025 to, but excluding, the Series CAS First Reset Date, a rate of 6.75% per annum until the Series CAS First Reset Date and thereafter (b) from and including each Series CAS Interest Reset Date with respect to each Series CAS Interest Reset Period to, but excluding, the next succeeding Series CAS Interest Reset Date, the date of maturity or the date of redemption, as the case may be, a rate per annum equal to the Five Year Government of Canada Yield as of the Series CAS Interest Reset Determination Date most recent to the applicable Series CAS Interest Reset Date plus a spread of 3.609%, to be reset on each Series CAS Interest Reset Date. The Company has prepared a final term sheet in respect of each of the Series CAR Notes and the Series CAS Notes dated April 15, 2025 (collectively, the “Final Term Sheets”), to reflect the final terms of this Offering. Copies of the Final Term Sheets can be viewed under the Company’s SEDAR+ profile on www.sedarplus.ca.

Any statement contained in the short form base shelf prospectus, in this prospectus supplement or in any document incorporated or deemed to be incorporated by reference in the short form base shelf prospectus for the purpose of this Offering shall be deemed to be modified or superseded, for purposes of this prospectus supplement, to the extent that a statement contained herein or in the short form base shelf prospectus or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein or in the short form base shelf prospectus modifies or supersedes such prior 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 which it modifies or supersedes. The making of such 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 constitute a part of this prospectus supplement, except as so modified or superseded.

WHERE YOU CAN FIND MORE INFORMATION

Information has been incorporated by reference in the accompanying short form base shelf prospectus from documents filed with securities commissions or similar authorities in Canada. Copies of this prospectus supplement, together with the short form base shelf prospectus and documents incorporated by reference therein, may be obtained on request without charge from the Executive Vice-President and Chief Legal and Governance Officer of TELUS at 510 W. Georgia St., 23rd Floor, Vancouver, British Columbia V6B 0M3 (telephone 604.695.6420). Copies of these documents are also available electronically on SEDAR+ at www.sedarplus.ca and on EDGAR at www.sec.gov.

FORWARD-LOOKING STATEMENTS

This prospectus supplement and the short form base shelf prospectus to which it relates, together with the documents incorporated by reference herein and therein, contain forward-looking statements about expected events and the financial and operating performance of TELUS.

Forward-looking statements include any statements that do not refer to historical facts. They include, but are not limited to, statements relating to the Company’s objectives and its strategies to achieve those objectives, its targets, outlook, updates, the intended use of the net proceeds of the Offering, plans for future annual capital expenditures to decline including expected cash flow, revenue and EBITDA growth resulting from accelerated investments, its plans and expectations regarding trends in the telecommunications industry (including demand for data and ongoing subscriber base growth), and the Company’s financing plans (including its multi-year dividend growth program). Forward-looking statements are typically identified by the words “assumption”, “goal”, “guidance”, “objective”, “outlook”, “strategy”, “target” and other similar expressions, or verbs such as “aim”, “anticipate”, “believe”, “could”, “expect”, “intend”, “may”, “plan”, “predict”, “seek”, “should”, “strive” and “will”. These statements are made pursuant to the “safe harbour” provisions of applicable securities laws in Canada and the United States *Private Securities Litigation Reform Act of 1995*.

By their nature, forward-looking statements are subject to inherent risks and uncertainties and are based on assumptions, including assumptions about future economic conditions and courses of action. These assumptions may ultimately prove to have been inaccurate and, as a result, the Company's actual results or other events may differ materially from expectations expressed in, or implied by, the forward-looking statements.

The risks and assumptions underlying the Company's forward-looking statements are described in additional detail in Section 9 *General trends, outlook and assumptions, and regulatory developments and proceedings*, and Section 10 *Risks and risk management* in the Company's Annual MD&A. Those descriptions are incorporated by reference into this prospectus supplement, but are not intended to be a complete list of the risks that could affect the Company, or of the Company's assumptions.

Risks and uncertainties that could cause actual performance or other events to differ materially from the forward-looking statements made herein and in other TELUS filings incorporated by reference herein include, but are not limited to, the following:

- Regulatory matters. The Company operates in a number of highly regulated industries and is therefore subject to a wide variety of laws and regulations domestically and internationally. Policies and approaches advanced by elected officials and regulatory decisions, reviews and other government activity may have strategic, operational and/or financial impacts (including on revenue and free cash flow). Risks and uncertainties include: potential changes to the Company's regulatory regime or the outcomes of proceedings, cases or inquiries relating to its application, including but not limited to those set out in Section 9.4 *Communications industry regulatory developments and proceedings* in the Company's Annual MD&A; the Company's ability to comply with complex and changing regulation of the healthcare, virtual care, and medical devices industries in the jurisdictions in which the Company operates, including as an operator of health clinics; and the Company's ability to comply with, or facilitate its clients' compliance with, numerous, complex and sometimes conflicting legal regimes, both domestically and internationally.
- Competitive environment. Competitor expansion, activity and intensity (pricing, including discounting, bundling), as well as non-traditional competition, disruptive technology and disintermediation, may alter the nature of the markets in which the Company competes and impact its market share and financial results (including revenue and free cash flow). TELUS Digital, TELUS Health and TELUS Agriculture & Consumer Goods also face intense competition in their respective different markets.
- Technology. Consumer adoption of alternative technologies and changing customer expectations have the potential to impact the Company's revenue streams and customer churn rates. Risks and uncertainties include: disruptive technologies, including software-defined networks in the business market, that may displace or cause the Company to reprice its existing data services, and self-installed technology solutions; any failure to innovate, maintain technological advantages or respond effectively and in a timely manner to changes in technology; the roll-out, anticipated benefits and efficiencies, and ongoing evolution of wireless broadband technologies and systems; the Company's reliance on wireless network access agreements, which have facilitated the Company's deployment of mobile technologies; the Company's expected long-term need to acquire additional spectrum through future spectrum auctions and from third parties to meet growing demand for data, and its ability to utilize spectrum it acquires; deployment and operation of new fixed broadband network technologies at a reasonable cost and the availability and success of new products and services to be rolled out using such network technologies; and the Company's deployment of self-learning tools and automation, which may change the way the Company interacts with customers.
- Security and data protection. The Company's ability to detect and identify potential threats and vulnerabilities depends on the effectiveness of its security controls in protecting its infrastructure and operating environment, and its timeliness in responding to attacks and restoring business operations. A successful attack may impede the operations of the Company's network or lead to the unauthorized access to, interception, destruction, use or dissemination of customer, team member or business information.

- Generative AI (“GenAI”). GenAI exposes the Company to numerous risks, including risks related to the operational reliability, responsible AI usage, data privacy and cybersecurity, and the possibility that the Company’s use of AI may generate inaccurate or inappropriate content or create negative perceptions among customers, and regulation could also affect future implementation that could affect demand for its services.
- Climate and the environment. Natural disasters, pandemics, disruptive events and climate change may impact the Company’s operations, customer satisfaction and team member experience.

The Company’s goals to achieve carbon neutrality and reduce its greenhouse gas (“GHG”) emissions in its operations are subject to its ability to identify, procure and implement solutions that reduce energy consumption and adopt cleaner sources of energy, its ability to identify and make suitable investments in renewable energy, including in the form of virtual power purchase agreements, and the Company’s ability to continue to realize significant absolute reductions in energy use and the resulting GHG emissions in its operations.

- Operational performance and business combination. Investments and acquisitions present opportunities to expand the Company’s operational scope, but may expose it to new risks. The Company may be unsuccessful in gaining market traction/share and realizing benefits, and integration efforts may divert resources from other priorities. Risks include: the Company’s reliance on third-party cloud-based computing services to deliver its IT services; and economic, political and other risks associated with doing business globally (including war and other geopolitical developments).
- The Company’s systems and processes. Systems and technology innovation, maintenance and management may impact the Company’s IT systems and network reliability, as well as its operating costs. Risks and uncertainties include: the Company’s ability to maintain customer service and operate its network in the event of human error or human-caused threats, such as cyberattacks and equipment failures that could cause network outages; technical disruptions and infrastructure breakdowns; delays and rising costs, including as a result of government restrictions or trade actions; and the completeness and effectiveness of business continuity and disaster recovery plans and responses.
- The Company’s team. The rapidly evolving and highly competitive nature of the Company’s markets and operating environment, along with the globalization and evolving demographic profile of its workforce, and the effectiveness of its internal training, development, succession and health and well-being programs, may impact the Company’s ability to attract, develop and retain team members with the skills required to meet the changing needs of its customers and its business. Team members may face greater mental health challenges associated with the significant change initiatives at the organization, which may result in the loss of key team members through short-term and long-term disability. Integration of international business acquisitions and concurrent integration activities may impact operational efficiency, organizational culture and engagement.
- Suppliers. The Company may be impacted by supply chain disruptions and lack of resiliency in relation to global or local events. Dependence on a single supplier for products, components, service delivery or support may impact the Company’s ability to efficiently meet constantly changing and rising customer expectations while maintaining quality of service. The Company’s suppliers’ ability to maintain and service their product lines could affect the success of upgrades to, and evolution of, technology that it offers.
- Real estate matters. Real estate investments are exposed to possible financing risks and uncertainty related to future demand, occupancy and rental rates, especially following the pandemic. Future real estate developments may not be completed on budget or on time and may not obtain lease commitments as planned.
- Financing, debt and dividends. The Company’s ability to access funding at optimal pricing may be impacted by general market conditions and changing assessments in the fixed-income and equity capital

markets regarding its ability to generate sufficient future cash flow to service its debt. The Company's current intention to pay dividends to shareholders could constrain its ability to invest in its operations to support future growth. Risks and uncertainties include: the Company's ability to use equity as a form of consideration in business acquisitions, as this will be impacted by stock market valuations of TELUS Common Shares and TELUS International (Cda) Inc. subordinate voting shares; the Company's capital expenditure levels and potential outlays for spectrum licences in auctions or purchases from third parties affect and are affected by: the Company's broadband initiatives; the Company's ongoing deployment of newer mobile technologies; investments in network technology required to comply with laws and regulations relating to the security of cyber systems, including bans on the products and services of certain vendors; investments in network resiliency and reliability; the allocation of resources to acquisitions and future spectrum auctions held by Innovation, Science and Economic Development Canada ("ISED"). The Company's capital expenditure levels could be impacted if it does not achieve its targeted operational and financial results or if there are changes to its regulatory environment. Lower than planned free cash flow could constrain the Company's ability to invest in operations, reduce leverage or return capital to shareholders. Quarterly dividend decisions are made by the Company's Board of Directors based on the Company's financial position and outlook. There can be no assurance that the Company's dividend growth program will be maintained through 2025 or renewed. TELUS Digital's ability to achieve targets or other guidance regarding its business which if not achieved could affect the Company's ability to achieve targets for the organization as a whole and could result in a decline in the trading price of the TELUS International (Cda) Inc. subordinate voting shares or the Company's Common Shares or both. Factors that may affect TELUS Digital's financial performance are described in TELUS International (Cda) Inc. public filings available on SEDAR+ and EDGAR.

- Tax matters. Complexity of domestic and foreign tax laws, regulations and reporting requirements that apply to the Company and its international operating subsidiaries may impact financial results. International acquisitions and expansion of operations heighten the Company's exposure to multiple forms of taxation.
- The economy. Changing global economic conditions, including a potential recession and alternating expectations about inflation, as well as the Company's effectiveness in monitoring and revising growth assumptions and contingency plans, may impact the achievement of its corporate objectives, its financial results (including free cash flow), and its defined benefit pension plans. Geopolitical uncertainties and potential tariffs or non-tariff trade actions present a risk of recession and may cause customers to reduce or delay discretionary spending, impacting new service purchases or volumes of use, and consider substitution by lower-priced alternatives.
- Litigation and legal matters. Complexity of, and compliance with, laws, regulations, commitments and expectations may have a financial and reputational impact. Risks include: the Company's ability to defend against existing and potential claims or its ability to negotiate and exercise indemnity rights or other protections in respect of such claims; and the complexity of legal compliance in domestic and foreign jurisdictions, including compliance with competition, anti-bribery and foreign corrupt practices laws.

These risks are described in additional detail in the Company's Annual MD&A. Those descriptions are incorporated by reference in this cautionary statement but are not intended to be a complete list of the risks that could affect the Company. See also "Risk Factors" in this prospectus supplement.

Additional risks and uncertainties that are not currently known to the Company or that it currently deems to be immaterial may also have a material adverse effect on its financial position, financial performance, cash flows, business or reputation. Except as otherwise indicated in this prospectus supplement and the short form base shelf prospectus to which it relates, the forward-looking statements made herein do not reflect the potential impact of any non-recurring or special items or any mergers, acquisitions, dispositions or other business combinations or transactions that may be announced or that may occur after the date of this prospectus supplement.

Readers are cautioned not to place undue reliance on forward-looking statements. Forward-looking statements in this prospectus supplement and the short form base shelf prospectus to which it relates describe the Company's expectations and are based on its assumptions as at the date hereof and are subject to change after this date. The Company disclaims any intention or obligation to update or revise any forward-looking statements except as required by law.

This cautionary statement qualifies all of the forward-looking statements in this prospectus supplement and the short form base shelf prospectus to which it relates including in each case the documents incorporated by reference.

SUMMARY

The following summary is qualified in its entirety by, and should be read in conjunction with, the more detailed information contained elsewhere in this prospectus supplement and the accompanying short form base shelf prospectus to which it relates and in the documents incorporated by reference herein and therein. Unless the context otherwise indicates, references in this prospectus supplement to "TELUS" or the "Company" are references to TELUS Corporation, its consolidated subsidiaries and predecessor companies. References to "\$" or "dollar" are to Canadian dollars and references to "US\$" or "US dollar" are to United States dollars.

The Series CAR Notes

Issue	\$1,100,000,000 aggregate principal amount of Series CAR Notes.
Maturity	The Series CAR Notes will mature on July 21, 2055.
Interest	Interest accrues on the Series CAR Notes (i) from, and including, April 21, 2025 to, but excluding, the Series CAR First Reset Date (as defined herein) at a rate of 6.25% per annum and thereafter (ii) from, and including, each Series CAR Interest Reset Date (as defined herein) with respect to each Series CAR Interest Reset Period (as defined herein) to, but excluding, the next succeeding Series CAR Interest Reset Date, the date of maturity or the date of redemption, as the case may be, at a rate per annum equal to the Five Year Government of Canada Yield (as defined herein) as of the most recent Series CAR Interest Reset Determination Date (as defined herein) plus a spread of 3.482%, to be reset on each Series CAR Interest Reset Date; provided, that the interest rate will not reset below 6.25%. Subject to the Company's right to defer interest payments as described herein, interest on the Series CAR Notes will be payable in arrears in equal semi-annual instalments (except the first interest payment) on each Series CAR Interest Payment Date (as defined herein), commencing on January 21, 2026. The first interest payment on the Series CAR Notes (long first coupon) on January 21, 2026 will be in an amount equal to \$51,515,410.96.
Ranking	The Series CAR Notes will be direct unsecured subordinated obligations of the Company, will be subordinated in right of payment to all existing and future Senior Indebtedness (as defined herein), will be effectively subordinated to all indebtedness and obligations of, or guaranteed by, the Company's subsidiaries and will rank equally with any present and future Parity Indebtedness (as defined below).
Deferral Right	So long as no event of default has occurred and is continuing under the Canadian Indenture (as defined below) governing the Series CAR Notes, the Company may elect, at its sole option, at any date other than a Series CAR Interest Payment Date, to defer the interest payable on the Series CAR Notes on one or more occasions for the Deferral Period (as defined herein). There is no limit on the number of Deferral Periods that may occur for the Series CAR Notes. Any such deferral will not constitute an event of default or any other breach under the Canadian Indenture governing the Series CAR Notes. Deferred interest will accrue, compounding on each subsequent Series CAR Interest Payment Date, until paid, to the extent permitted by law. No Deferral Period may extend

beyond the date of maturity and, for greater certainty, all accrued and unpaid interest (including any deferred interest) shall be due and payable on the date of maturity or the date of redemption, as applicable.

Dividend Stopper

Unless the Company has paid all accrued and payable interest on the Series CAR Notes (including interest, if any, whose payment was deferred pursuant to the Deferral Right), subject to certain exceptions, the Company will not (i) declare any dividends on its Dividend Restricted Shares (as defined herein) (other than stock dividends on the Dividend Restricted Shares) or pay any interest on any of the Parity Indebtedness (as defined herein), (ii) redeem, purchase, or otherwise retire for value any Dividend Restricted Shares or Parity Indebtedness (unless such redemption, purchase or retirement for value is a Permitted Purchase (as defined in “Details of the Offering – Dividend Stopper Undertaking”)), or (iii) make any payment to holders of any of the Dividend Restricted Shares or any of the Parity Indebtedness in respect of dividends not declared or paid on such Dividend Restricted Shares or interest not paid on such Parity Indebtedness, respectively.

Optional Redemption

The Company may, at its option, redeem the Series CAR Notes in whole or at any time in part from time to time, by giving prior notice of not less than 10 days nor more than 60 days to the holders of the Series CAR Notes (i) on any day in the period commencing on and including the date that is 90 days prior to the Series CAR First Reset Date and ending on and including the Series CAR First Reset Date, and (ii) after the Series CAR First Reset Date, on any Series CAR Interest Payment Date, in each case, at a redemption price equal to 100% of the principal amount of the Series CAR Notes redeemed together with accrued and unpaid interest (including deferred interest, if any) thereon to, but excluding, the date of redemption.

At the Company’s discretion, any redemption (including any redemption pursuant to a Tax Event or Rating Event) may be subject to one or more conditions precedent, and any such conditional redemption may be rescinded in the event that any or all of such conditions have not been satisfied or waived by the date of redemption.

Redemption on Tax or Rating Event

At any time within 90 days following the occurrence of a Tax Event, the Company may, at its option, redeem all (but not less than all) of the Series CAR Notes at a redemption price equal to 100% of the principal amount thereof, together with accrued and unpaid interest (including deferred interest, if any) thereon to, but excluding, the date of redemption. See “Details of the Offering – Redemption on Tax Event or Rating Event”.

At any time within 90 days following the occurrence of a Rating Event, the Company may, at its option, redeem all (but not less than all) of the Series CAR Notes at a redemption price equal to 102% of the principal amount thereof, together with accrued and unpaid interest (including deferred interest, if any) thereon to, but excluding, the date of redemption. See “Details of the Offering – Redemption on Tax Event or Rating Event”.

Limitation of Certain Covenant Protections

The trust indentures for the Company’s outstanding senior unsecured notes contain certain provisions that place restrictions on the Company or a Restricted Subsidiary (as defined therein), including restrictions from (i) creating or assuming any Lien (as defined therein) (other than Permitted Liens (as defined therein)) upon any present or future principal property of the Company or any property which, together with any other property subject to Liens (other than Permitted Liens) in the same transaction or series of related transactions, would in the aggregate constitute principal property of the Company or any Restricted Subsidiary, to secure Indebtedness (as defined therein) of the Company or a Restricted Subsidiary, (ii) entering into any Sale and Lease-Back Transactions (as defined therein) subject to the exceptions set out in such trust indentures, or (iii) permitting any Restricted Subsidiary from incurring Restricted Indebtedness (as defined therein). These trust indentures also contain limitations on the ability of such subsidiaries to incur Indebtedness. Pursuant to the Subordinated Supplemental Indenture governing

the Series CAR Notes, holders of Series CAR Notes do not have the benefit of such restrictions and virtually all of the covenants contained in the trust indentures for the outstanding senior unsecured notes of the Company do not apply to the Series CAR Notes. As a result, the Company is not restricted by the terms of the Canadian Indenture governing the Series CAR Notes from, among other things, (i) creating or assuming Liens to secure Indebtedness of the Company or a Restricted Subsidiary that are not secured equally and ratably with (or prior to) other Indebtedness, (ii) entering into Sale and Lease-Back Transactions, or (iii) the Restricted Subsidiaries incurring Restricted Indebtedness. Further information regarding the restrictions noted above can be found in the short form base shelf prospectus. See “Details of the Offering – Limitation of Certain Covenant Protections”.

Events of Default

An event of default in respect of the Series CAR Notes will occur only if the Company defaults (i) in the payment of the principal of or any premium on the Series CAR Notes on the date of maturity or the redemption price for the Series CAR Notes when due, (ii) in the payment of interest upon the Series CAR Notes when it becomes due and payable, and continuance of such default for a period of 30 days (subject to the Company’s right, at its sole option, to defer interest payments as described under “Details of the Offering – Deferral Right”), or (iii) in the event of any insolvency or bankruptcy proceedings or any receivership, liquidation, reorganization or other similar proceedings in respect of the Company or a substantial part of its property, or of any proceedings for liquidation, dissolution or other winding-up of the Company. See “Details of the Offering – Events of Default”.

Use of Proceeds

The total net proceeds to be received by the Company from the sale of the Series CAR Notes pursuant to this Offering are estimated to be approximately \$1.1 billion after payment of commissions to the Agents but before deduction of the expenses of this Offering. The net proceeds of this Offering with respect to the Series CAR Notes, together with the net proceeds of this Offering with respect to the Series CAS Notes, will be used for the repayment of outstanding indebtedness, including the repayment of commercial paper (incurred for general working capital purposes), the reduction of cash amounts outstanding under the Receivables Trust (incurred for general working capital purposes), the repayment of TELUS Corporation Credit Facility amounts outstanding, and for other general corporate purposes. See “Use of Proceeds”.

Form and Denomination

The Series CAR Notes will be issued in the form of one or more fully registered global securities to be held by, or on behalf of, CDS Clearing and Depository Services Inc. The Series CAR Notes will be issued only in fully registered form, without coupons, in denominations of \$1,000 of principal amount and any integral multiple thereof.

Governing Law

Ontario, Canada.

The Series CAS Notes

Issue

\$500,000,000 aggregate principal amount of Series CAS Notes.

Maturity

The Series CAS Notes will mature on July 21, 2055.

Interest

Interest accrues on the Series CAS Notes (i) from, and including, April 21, 2025 to, but excluding, the Series CAS First Reset Date (as defined herein) at a rate of 6.75% per annum and thereafter (ii) from, and including, each Series CAS Interest Reset Date (as defined herein) with respect to each Series CAS Interest Reset Period (as defined herein) to, but excluding, the next succeeding Series CAS Interest Reset Date, the date of maturity or the date of redemption, as the case may be, at an a rate per annum equal to the Five Year Government of Canada Yield as of the most recent Series CAS Interest Reset

Determination Date (as defined herein) plus a spread of 3.609%, to be reset on each Series CAS Interest Reset Date; provided, that the interest rate will not reset below 6.75%. Subject to the Company's right to defer interest payments as described herein, interest on the Series CAS Notes will be payable in arrears in equal semi-annual instalments (except the first interest payment) on each Series CAS Interest Payment Date (as defined herein), commencing on January 21, 2026. The first interest payment on the Series CAS Notes (long first coupon) on January 21, 2026 will be in an amount equal to \$25,289,383.56.

Ranking

The Series CAS Notes will be direct unsecured subordinated obligations of the Company, will be subordinated in right of payment to all existing and future Senior Indebtedness, will be effectively subordinated to all indebtedness and obligations of, or guaranteed by, the Company's subsidiaries and will rank equally with any present and future Parity Indebtedness (as defined below).

Deferral Right

So long as no event of default has occurred and is continuing under the Canadian Indenture governing the Series CAS Notes, the Company may elect, at its sole option, at any date other than a Series CAS Interest Payment Date, to defer the interest payable on the Series CAS Notes on one or more occasions for the Deferral Period. There is no limit on the number of Deferral Periods that may occur for the Series CAS Notes. Any such deferral will not constitute an event of default or any other breach under the Canadian Indenture governing the Series CAS Notes. Deferred interest will accrue, compounding on each subsequent Series CAS Interest Payment Date, until paid, to the extent permitted by law. No Deferral Period may extend beyond the date of maturity and, for greater certainty, all accrued and unpaid interest (including any deferred interest) shall be due and payable on the date of maturity or the date of redemption, as applicable.

Dividend Stopper

Unless the Company has paid all accrued and payable interest on the Series CAS Notes (including interest, if any, whose payment was deferred pursuant to the Deferral Right), subject to certain exceptions, the Company will not (i) declare any dividends on its Dividend Restricted Shares (other than stock dividends on the Dividend Restricted Shares) or pay any interest on any of the Parity Indebtedness, (ii) redeem, purchase, or otherwise retire for value any Dividend Restricted Shares or Parity Indebtedness (unless such redemption, purchase or retirement for value is a Permitted Purchase (as defined in "Details of the Offering – Dividend Stopper Undertaking")), or (iii) make any payment to holders of any of the Dividend Restricted Shares or any of the Parity Indebtedness in respect of dividends not declared or paid on such Dividend Restricted Shares or interest not paid on such Parity Indebtedness, respectively.

Optional Redemption

The Company may, at its option, redeem the Series CAS Notes in whole or at any time in part from time to time, by giving prior notice of not less than 10 days nor more than 60 days to the holders of the Series CAS Notes (i) on any day in the period commencing on and including the date that is 90 days prior to the Series CAS First Reset Date and ending on and including the Series CAS First Reset Date, and (ii) after the Series CAS First Reset Date, on any Series CAS Interest Payment Date, in each case, at a redemption price equal to 100% of the principal amount of the Series CAS Notes redeemed together with accrued and unpaid interest (including deferred interest, if any) thereon to, but excluding, the date of redemption.

At the Company's discretion, any redemption (including any redemption pursuant to a Tax Event or Rating Event) may be subject to one or more conditions precedent, and any such conditional redemption may be rescinded in the event that any or all of such conditions have not been satisfied or waived by the date of redemption.

Redemption on Tax or Rating Event

At any time within 90 days following the occurrence of a Tax Event, the Company may, at its option, redeem all (but not less than all) of the Series CAS Notes at a redemption price equal to 100% of the principal amount thereof, together with accrued and unpaid

interest (including deferred interest, if any) thereon to, but excluding, the date of redemption. See “Details of the Offering – Redemption on Tax Event or Rating Event”.

At any time within 90 days following the occurrence of a Rating Event, the Company may, at its option, redeem all (but not less than all) of the Series CAS Notes at a redemption price equal to 102% of the principal amount thereof, together with accrued and unpaid interest (including deferred interest, if any) thereon to, but excluding, the date of redemption. See “Details of the Offering – Redemption on Tax Event or Rating Event”.

**Limitation of Certain
Covenant Protections**

The trust indentures for the Company’s outstanding senior unsecured notes contain certain provisions that place restrictions on the Company or a Restricted Subsidiary (as defined therein), including restrictions from (i) creating or assuming any Lien (as defined therein) (other than Permitted Liens (as defined therein)) upon any present or future principal property of the Company or any property which, together with any other property subject to Liens (other than Permitted Liens) in the same transaction or series of related transactions, would in the aggregate constitute principal property of the Company or any Restricted Subsidiary, to secure Indebtedness of the Company or a Restricted Subsidiary, (ii) entering into any Sale and Lease-Back Transactions (as defined therein) subject to the exceptions set out in such trust indentures, or (iii) permitting any Restricted Subsidiary from incurring Restricted Indebtedness (as defined therein). These trust indentures also contain limitations on the ability of such subsidiaries to incur Indebtedness. Pursuant to the Subordinated Supplemental Indenture governing the Series CAS Notes, holders of Series CAS Notes do not have the benefit of such restrictions and virtually all of the covenants contained in the trust indentures for the outstanding senior unsecured notes of the Company do not apply to the Series CAS Notes. As a result, the Company is not restricted by the terms of Canadian Indenture governing the Series CAS Notes from, among other things, (i) creating or assuming Liens to secure Indebtedness of the Company or a Restricted Subsidiary that are not secured equally and ratably with (or prior to) other Indebtedness, (ii) entering into Sale and Lease-Back Transactions, or (iii) the Restricted Subsidiaries incurring Restricted Indebtedness. Further information regarding the restrictions noted above can be found in the short form base shelf prospectus. See “Details of the Offering – Limitation of Certain Covenant Protections”.

Events of Default

An event of default in respect of the Series CAS Notes will occur only if the Company defaults (i) in the payment of the principal of or any premium on the Series CAS Notes on the date of maturity or the redemption price for the Series CAS Notes when due, (ii) in the payment of interest upon the Series CAS Notes when it becomes due and payable, and continuance of such default for a period of 30 days (subject to the Company’s right, at its sole option, to defer interest payments as described under “Details of the Offering – Deferral Right”), or (iii) in the event of any insolvency or bankruptcy proceedings or any receivership, liquidation, reorganization or other similar proceedings in respect of the Company or a substantial part of its property, or of any proceedings for liquidation, dissolution or other winding-up of the Company. See “Details of the Offering – Events of Default”.

Use of Proceeds

The total net proceeds to be received by the Company from the sale of the Series CAS Notes pursuant to this Offering are estimated to be approximately \$496 million after payment of commissions to the Agents but before deduction of the expenses of this Offering. The net proceeds of this Offering with respect to the Series CAS Notes, together with the net proceeds of this Offering with respect to the Series CAR Notes, will be used for the repayment of outstanding indebtedness, including the repayment of commercial paper (incurred for general working capital purposes), the reduction of cash amounts outstanding under the Receivables Trust (incurred for general working capital purposes), the repayment of TELUS Corporation Credit Facility amounts outstanding, and for other general corporate purposes. See “Use of Proceeds”.

Form and Denomination	The Series CAS Notes will be issued in the form of one or more fully registered global securities to be held by, or on behalf of, CDS Clearing and Depository Services Inc. The Series CAS Notes will be issued only in fully registered form, without coupons, in denominations of \$1,000 of principal amount and any integral multiple thereof.
Governing Law	Ontario, Canada.

RISK FACTORS

Prospective investors in the Notes should consider carefully the matters set forth in the section entitled “Risk Factors” in this prospectus supplement and the section entitled “Risk and risk management” in the Annual MD&A which is incorporated by reference herein.

CONSOLIDATED CAPITALIZATION

The following table sets forth the cash and temporary investments, net, and the capitalization of TELUS as at December 31, 2024, on an actual basis and on an as adjusted basis to give effect to: (i) this Offering, and (ii) the use of the net proceeds of this Offering for the repayment of outstanding indebtedness, including the repayment of commercial paper (incurred for general working capital purposes), the reduction of cash amounts outstanding under the Receivables Trust (incurred for general working capital purposes), the repayment of TELUS Corporation Credit Facility amounts outstanding, and for other general corporate purposes. This table should be read in conjunction with the audited consolidated financial statements of the Company as at and for the years ended December 31, 2024 and December 31, 2023, together with the report of the independent registered public accounting firm thereon. All US dollar amounts have been translated into Canadian dollars based on the daily average exchange rate as reported by the Bank of Canada on December 31, 2024 (US\$1.00 = \$1.4389).

	As at December 31, 2024	
	Actual	As adjusted
	(millions)	
Cash and temporary investments, net	\$ 869	\$ 1,394 ⁽¹⁾⁽²⁾
Amounts arising from the Receivables Trust	922	922 ⁽¹⁾⁽²⁾
Total short-term debt	922	922
Long-term debt		
6.25% Fixed-to-Fixed Rate Junior Subordinated Notes, Series CAR due July 21, 2055 offered hereby	—	1,100
6.75% Fixed-to-Fixed Rate Junior Subordinated Notes, Series CAS due July 21, 2055 offered hereby	—	500
TELUS Corporation Senior Notes		
Series CL: 4.40% due April 2043	596	596
Series CN: 5.15% due November 2043	396	396
Series CP: 4.85% due April 2044	886	886
Series CQ: 3.75% due January 2025	800	800 ⁽³⁾
Series CR: 4.75% due January 2045	396	396
Series CU: 4.40% due January 2046	497	497
Series CV: 3.75% due March 2026	599	599
Series CW: 4.70% due March 2048	471	471
Series CX: 3.625% due March 2028	596	596
Series CY: 3.30% due May 2029	993	993
Series CZ: 2.75% due July 2026	799	799
Series CAA: 3.15% due February 2030	597	597
Series CAB: 3.95% due February 2050	793	793
Series CAC: 2.35% due January 2028	598	598
Series CAD: 2.05% due October 2030	497	497
Series CAE: 4.10% due April 2051	494	494
Series CAF: 2.85% due November 2031	745	745

	As at December 31, 2024	
	Actual	As adjusted
	(millions)	
Series CAG: 5.25% due November 2032	1,092	1,092
Series CAH: 5.65% due September 2052	544	544
Series CAI: 5.00% due September 2029	348	348
Series CAJ: 4.95% due March 2033	496	496
Series CAK: 5.75% due September 2033	844	844
Series CAL: 5.95% due September 2053	394	394
Series CAM: 5.60% due September 2030	497	497
Series CAN: 5.10% due February 2034	495	495
Series CAO: 4.80% due December 2028	696	696
Series CAP: 4.95% due February 2031	595	595
Series CAQ: 4.65% due August 2031	695	695
2.80% Notes due February 2027 ⁽⁴⁾	860	860
3.70% Notes due September 2027 ⁽⁵⁾	718	718
3.40% Notes due May 2032 ⁽⁶⁾	1,284	1,284
4.60% Notes due November 2048 ⁽⁷⁾	1,059	1,059
4.30% Notes due June 2049 ⁽⁸⁾	707	707
TELUS Corporation Commercial Paper ⁽²⁾	1,404	329
TELUS Corporation Credit Facility ⁽²⁾	—	—
TELUS International (Cda) Inc. Credit Facility ⁽⁹⁾	1,703	1,703
TELUS Communications Inc. Debentures Series B: 8.80% due September 2025	200	200
Lease Liabilities	2,882	2,882
Other	588	588
Total long-term debt	28,854	29,379
Total debt.....	29,776	30,301
Owners' equity:		
Common Shares	13,124	13,124
Contributed surplus	1,081	1,081
Retained earnings	1,520	1,520
Accumulated other comprehensive income	(105)	(105)
Non-controlling interests	1,178	1,178
Total owners' equity	16,798	16,798
Total capitalization	\$ 45,705	\$ 45,705

Notes:

- (1) Reflects approximately \$1.6 billion arising from the issue of the Notes offered hereby (being the price to the public in respect of the Notes of each series), and assumes the net proceeds from this Offering will be used for the repayment of outstanding indebtedness, including the repayment of commercial paper (incurred for general working capital purposes), the reduction of cash amounts outstanding under the Receivables Trust (incurred for general working capital purposes), the repayment of TELUS Corporation Credit Facility amounts outstanding, and for other general corporate purposes. The amount reflected does not deduct issue costs related to this Offering.
- (2) As at the date of this prospectus supplement, \$125 million was drawn on the TELUS Corporation Credit Facility and the amount of commercial paper outstanding, all of which was denominated in US dollars, was US\$1.4 billion (\$2.0 billion, based on the daily average exchange rate as reported by the Bank of Canada on April 14, 2025, which was US\$1.00 = \$1.3881, before application of the proceeds from this Offering). Approximately \$1.1 billion of the net proceeds from the Offering will be used to reduce the amount of commercial paper outstanding, approximately \$395 million of the net proceeds from the Offering will be used to reduce the amount outstanding under the Receivables Trust and approximately \$125 million of the net proceeds from the Offering will be used to reduce the amount outstanding under the TELUS Corporation Credit Facility.
- (3) As of the date of this prospectus supplement, the 3.75% Notes, Series CQ due January 2025 had been repaid on the date of maturity of such notes.
- (4) The principal amount of 2.80% Notes due February 2027 outstanding is US\$600 million.
- (5) The principal amount of 3.70% Notes due September 2027 outstanding is US\$500 million.
- (6) The principal amount of 3.40% Notes due May 2032 outstanding is US\$900 million.
- (7) The principal amount of 4.60% Notes due November 2048 outstanding is US\$750 million.
- (8) The principal amount of 4.30% Notes due June 2049 outstanding is US\$500 million.
- (9) As of the date of this prospectus supplement, US\$1.3 billion (\$1.9 billion, based on the daily average exchange rate as reported by the Bank of Canada on April 14, 2025 which was US\$1.00 = \$1.3881) was drawn on the TELUS International (Cda) Inc. Credit Facility.

USE OF PROCEEDS

The total net proceeds to be received by the Company from this Offering are estimated to be approximately \$1.6 billion after payment of commissions to the Agents but before deduction of the expenses of this Offering. The net proceeds will be used for the repayment of outstanding indebtedness, including the repayment of commercial paper (incurred for general working capital purposes), the reduction of cash amounts outstanding under the Receivables Trust (incurred for general working capital purposes), the repayment of TELUS Corporation Credit Facility amounts outstanding, and for other general corporate purposes. See “Consolidated Capitalization”.

EARNINGS COVERAGE RATIO

The following consolidated earnings coverage ratio has been calculated for the 12-month period ended December 31, 2024. The earnings coverage ratio refers to the ratio of (i) consolidated net income attributable to holders of Common Shares before borrowing costs and income taxes, and (ii) borrowing costs.

For the 12-month period ended December 31, 2024, the Company’s consolidated net income attributable to holders of Common Shares before borrowing costs and income taxes was \$2.6 billion. *Pro forma* borrowing costs for the 12-month period were \$1.4 billion. The borrowing costs and earnings coverage ratio for the 12-month period ended December 31, 2024, give *pro forma* effect to the issuance, repayment and redemption of all long-term debt of the Company since such dates (including the Offering and the application or assumed application of the proceeds thereof), as if it had occurred at the beginning of such 12-month period. The earnings coverage ratio set out below does not purport to be indicative of earnings coverage ratios for any future periods.

12-month period ended	December 31, 2024
Earnings coverage ratio	1.9

RISK FACTORS

An investment in the Notes offered hereby involves certain risks. In addition to the other information contained in this prospectus supplement and in the section entitled “Risks and risk management” in the Company’s Annual MD&A, which section is incorporated herein by reference, prospective investors should carefully consider the following factors in evaluating TELUS and its business before making an investment in the Notes.

The Notes are subordinated in right of payment

The Notes of each series will be direct unsecured debt obligations constituting subordinated indebtedness of the Company. The payment of principal, premium (if any) and interest and certain other amounts on the Notes of each series will rank senior to all of the Company’s equity but will be contractually subordinated in right of payment to all present and future Senior Indebtedness. As of December 31, 2024, the Company had total liabilities of \$30 billion on a consolidated basis, which includes the Company’s Senior Indebtedness and liabilities of the Company’s consolidated subsidiaries that are structurally senior in right of payment to the Notes. See “Details of the Offering – Subordination”.

Due to these subordination provisions, in the event of the Company’s liquidation, dissolution or winding-up, holders of each series of Notes would only get paid from funds of the Company after such funds are applied to pay the holders of the obligations ranking senior in right of payment to the Notes of that series, including outstanding senior unsecured notes of the Company or any senior unsecured notes (or other Senior Indebtedness) that may be issued in the future that would be less deeply subordinated than the Notes of that series, to the extent necessary to pay such senior obligations in full. As a result of those payments, the holders of such senior obligations may recover more, ratably, than holders of any series of the Notes. Further, any remaining funds after senior obligations are paid in full would be applied on a pro rata basis among the holders of each series of Notes and holders of any *pari passu* obligations, including any future obligations of the Company ranking equally (*pari passu*) with the Notes.

The Notes of each series will rank equally with any present and future unsecured subordinated indebtedness that the Company may incur from time to time if the terms of such indebtedness provide that it ranks equally with the Notes of each series in right of payment.

The Canadian Indentures for each series of Notes will have limited covenant protections for the holders of each series of Notes

No restrictions on the ability of the Company or its subsidiaries to issue or become liable for additional indebtedness.

The Canadian Indentures will not contain any restrictions on the ability of the Company or any of its subsidiaries to incur indebtedness. As a result, the amount of additional indebtedness, including indebtedness ranking equally with or senior to each series of Notes, will not be restricted under the Canadian Indentures and may adversely affect the Company's ability to meet its financial obligations under each series of Notes. Although certain of TELUS's various debt instruments may limit the Company's ability to create, issue or incur additional indebtedness (including under the trust indentures for the outstanding senior unsecured notes of the Company), such additional indebtedness may, subject to certain conditions, be incurred.

The Canadian Indentures will have virtually no covenant protection for holders of the Notes and will have no restriction on the Company's or any of its subsidiaries' ability to create or assume liens to secure indebtedness or enter into sale and lease-back transactions.

The Canadian Indentures will contain covenants providing for the timely payment of principal and interest on the Notes (subject to the right to defer interest as described under "Details of the Offering – Deferral Right") and for the Company and each Restricted Subsidiary (as defined therein) to maintain its existence but will have virtually no other covenants for the benefit of holders of the Notes. The Canadian Indentures will not contain covenants restricting the Company or any of its subsidiaries from (i) creating or assuming liens to secure indebtedness of the Company or a subsidiary that are not secured equally and ratably with (or prior to) other indebtedness, or (ii) entering into sale and lease-back transactions. See "Details of the Offering – Limitation of Certain Covenant Protections". The Canadian Indentures will not contain provisions that would require the Company to repurchase or redeem the Notes or otherwise afford holders protection should the Company be involved in a change of control or other corporate transactions which could adversely affect the holders of the Notes of any series (the "Noteholders" and each, a "Noteholder").

The Notes will be structurally subordinated to the debt and other liabilities of the Company's subsidiaries

The Notes of each series will be obligations exclusively of the Company. The Company's existing operations are currently conducted through its subsidiaries. The Company's ability to meet its debt service obligations, including payment of principal and interest on the Notes of any series, is dependent upon the cash flow of its subsidiaries and the payment of funds by its subsidiaries to the Company in the form of loans, dividends, fees or otherwise. The Company's subsidiaries are separate and distinct legal entities and will have no obligation, contingent or otherwise, to pay any amounts due pursuant to the Notes of any series or to make any funds available therefor, whether in the form of loans, dividends or otherwise. Because the Company's subsidiaries will not guarantee the payment of principal of or interest on the Notes of any series, any right of the Company to receive assets of the subsidiaries upon their bankruptcy, receivership, liquidation or reorganization (and the consequent right of the Noteholders of a series to participate in the distribution of proceeds from those assets) will be effectively subordinated to the claims of such subsidiaries' creditors (including tax authorities, trade creditors and lenders).

The Notes will have limited events of default

Under the terms of the Canadian Indentures, the events of default in relation to the Notes of each series will be limited to the events of default set forth in the section entitled "Details of the Offering – Events of Default". The events of default under the Notes of each series are more limited than those typically available to unsubordinated creditors and as provided for in the trust indentures for the outstanding senior unsecured notes of the Company. An event of default for the Notes of each series occurs only if the Company defaults on the payment of (i) principal or premium, if any, on the date of maturity or the redemption price when due, (ii) interest when due and payable and continuance of such default for a period of 30 days (subject to the Company's right, at its sole option, to defer interest payments, as described under "Details of the Offering – Deferral Right") or (iii) in the event of any insolvency or bankruptcy proceedings or any receivership, liquidation, reorganization or other similar proceedings in respect of the Company or a substantial part of its property, or of any proceedings for liquidation, dissolution or other winding-up of the Company. See "Details of the Offering – Events of Default".

Holders of the Notes will have limited rights of acceleration

Holders of the Notes of each series and the Canadian Trustee under the Canadian Indentures may accelerate payment of the principal and interest on the Notes of each series only upon the occurrence and continuation of certain events of default. Payment of principal and interest on the Notes of a series may be accelerated upon the occurrence of an event of default under the applicable Canadian Indenture related to (i) the failure to pay the principal or premium, if any, on the date of maturity or the redemption price when due, (ii) the failure to pay interest when due and payable and such default continues for 30 days (subject to the Company's right, at its sole option, to defer interest payments, as described under "Details of the Offering – Deferral Right"), or (iii) the failure to make any payment in the event of any insolvency or bankruptcy proceedings or any receivership, liquidation, reorganization or other similar proceedings in respect of the Company or a substantial part of its property, or of any proceedings for liquidation, dissolution or other winding-up of the Company. Holders of the Notes of each series and the Canadian Trustee will not have the right to accelerate payment of the principal or interest on the Notes of that series upon the breach of any other covenant in the applicable Canadian Indenture. If an event of default specified in clause (iii) above has occurred and is continuing, then the principal amount of the applicable series of Notes then outstanding will become immediately due and payable without any declaration or other act on the part of the Canadian Trustee or any holder of Notes of such series. See "Details of the Offering – Events of Default".

The Notes may be subject to optional redemption by the Company

An optional redemption feature is likely to limit the market value of the Notes of each series. During any period when the Company may elect to redeem or is perceived to be able to redeem the Notes of any series, the market value of the Notes of that series generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Company may redeem the Notes of any series when its cost of borrowing is lower than the interest payable on them. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest payable on the Notes of the series being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

There is no public market for the Notes

There is no established trading market for the Notes of any series. The Company does not intend to have the Notes of any series listed for trading on any securities exchange or quoted on any automated dealer quotation system. The Agents have advised the Company that they presently intend to make a market in the Notes of each series, but the Agents are not obligated to do so and any such market-making activities may be discontinued at any time without notice at the sole discretion of the Agents. Accordingly, no assurance can be given as to the prices or liquidity of, or trading markets for, the Notes of any series. The liquidity of any market for the Notes of each series will depend upon the number of holders of such Notes, the interest of securities dealers in making a market in the Notes of each series and other factors. The absence of an active market for the Notes of each series could adversely affect their market price and liquidity. This is particularly the case for securities that are designed for specific investment objectives or strategies or have been prepared to meet the investment requirements of limited categories of investors.

Changes in credit ratings of the Notes may affect the market value of the Notes and the Company's cost of capital

There can be no assurance that the credit ratings assigned to the Notes of each series will remain in effect for any given period of time or that the ratings will not be withdrawn or revised at any time. There can be no assurance that any rating agency that rates the Notes of each series will not downgrade its ratings on the Notes of that series or withdraw its rating entirely. Real or anticipated changes in credit ratings on the Notes of each series may affect the market value of the Notes of that series. In addition, real or anticipated changes in credit ratings can affect the cost at which TELUS can access the capital markets. See "Credit Ratings".

Changes in interest Rates may affect the market price or value of the Notes

Prevailing interest rates will affect the market price or value of the Notes of each series. The market price or value of the Notes of each series will decline as prevailing interest rates for comparable debt instruments rise, and will increase as prevailing interest rates for comparable debt instruments decline.

The Company has the option to defer interest payments on the Notes

So long as no event of default has occurred and is continuing under the applicable Canadian Indenture, the Company may elect, at its sole option, to defer the interest payable on the applicable series of Notes on one or more occasions for up to five consecutive years as described under “Details of the Offering – Deferral Right”. There is no limit on the number of Deferral Periods that may occur for a series of Notes. Such deferral will not constitute an event of default or any other breach under the applicable Canadian Indenture.

The interest rate of the Notes may fluctuate over time

The interest rate of the Series CAR Notes from and including April 21, 2025 to, but excluding, the Series CAR First Reset Date will be 6.25% per annum. Beginning on the Series CAR First Reset Date, the interest rate of the Series CAR Notes from and including each Series CAR Interest Reset Date with respect to each Series CAR Interest Reset Period to, but excluding, the next succeeding Series CAR Interest Reset Date, the date of maturity or the date of redemption, as the case may be, will equal the Five Year Government of Canada Yield as of the most recent Series CAR Interest Reset Determination Date plus a spread of 3.482%, to be reset on each Series CAR Interest Reset Date. Accordingly, the interest rate for a given Series CAR Interest Reset Period subsequent to the initial Series CAR Interest Reset Period may decrease as compared to the interest rate for the prior Series CAR Interest Reset Period (provided that the interest rate will not reset below 6.25%).

The interest rate of the Series CAS Notes from and including April 21, 2025 to, but excluding, the Series CAS First Reset Date will be 6.75% per annum. Beginning on the Series CAS First Reset Date, the interest rate of the Series CAS Notes from and including each Series CAS Interest Reset Date with respect to each Series CAS Interest Reset Period to, but excluding, the next succeeding Series CAS Interest Reset Date, the date of maturity or the date of redemption, as the case may be, will equal the Five Year Government of Canada Yield as of the most recent Series CAS Interest Reset Determination Date plus a spread of 3.609%, to be reset on each Series CAS Interest Reset Date. Accordingly, the interest rate for a given Series CAS Interest Reset Period subsequent to the initial Series CAS Interest Reset Period may decrease as compared to the interest rate for the prior Series CAS Interest Reset Period (provided that the interest rate will not reset below 6.75%).

The Company has no control over the factors that may affect Government of Canada yields, including geopolitical, economic, financial, political, regulatory, judicial or other conditions or events.

The historical Five Year Government of Canada Yields are not an indication of future Five Year Government of Canada Yields

As noted above, (i) the annual interest rate on the Series CAR Notes for each Series CAR Interest Reset Period will be set by reference to the Five Year Government of Canada Yield as of the most recent Series CAR Interest Reset Determination Date, and (ii) the annual interest rate on the Series CAS Notes for each Series CAS Interest Reset Period will be set by reference to the Five Year Government of Canada Yield as of the most recent Series CAS Interest Reset Determination Date. In the past, Government of Canada yields have experienced significant fluctuations. Investors should note that historical levels, fluctuations and trends of Government of Canada yields are not necessarily indicative of future levels. Any historical upward or downward trend in Government of Canada yields is not an indication that Government of Canada yields are more or less likely to increase or decrease at any time in the future and investors should not take historical Government of Canada yields as an indication of future Government of Canada yields.

Changes of law may adversely impact the value of the Notes

The Notes of each series will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. No assurance can be given as to the impact of any possible judicial decision or change to such laws or any administrative practice thereof or any change in law (including taxation law) relating to the jurisdiction of the Noteholders after the date the Notes of each series are issued, and any such change could materially adversely impact the value of the Notes of each series.

Certain bankruptcy and related laws may impair the Canadian Trustee's ability to receive payment and enforce remedies under the Canadian Indentures and the Notes

The Company is incorporated under the laws of the Province of British Columbia and its principal operating assets are located in Canada.

The rights of the Canadian Trustee (as defined herein) to enforce remedies are likely to be significantly impaired by the restructuring, receivership, liquidation and other provisions of applicable Canadian bankruptcy, insolvency, restructuring and other similar legislation if the benefit of such legislation is sought with respect to the Company. For example, both the *Bankruptcy and Insolvency Act* (Canada) and the *Companies' Creditors Arrangement Act* (Canada) contain provisions enabling "an insolvent person" to obtain a stay of proceedings as against its creditors and others and to prepare and file a proposal or plan to restructure and/or compromise obligations for consideration by all or some of its creditors to be voted on by the various classes of its creditors. Such a restructuring proposal or plan, if accepted by the requisite majorities of creditors and if approved by the court, would be binding on persons who might not otherwise be willing to accept it. Moreover, both statutes permit, in certain circumstances, the insolvent debtor to retain possession and administration of its property, even though it may be in default under the applicable debt instrument.

The powers of the court under applicable Canadian bankruptcy, insolvency, restructuring and other similar legislation (including the *Bankruptcy and Insolvency Act* (Canada) and particularly under the *Companies' Creditors Arrangement Act* (Canada)) have generally been exercised broadly to protect a debtor entity from actions taken by creditors and other parties. Accordingly, it is impossible to predict if payments under the Notes of each series would be made following commencement of or during such a proceeding, whether or when the Canadian Trustee could exercise its rights under the Canadian Indentures or whether and to what extent Noteholders would be compensated for any delay in payments of principal and interest.

The Company or any of its affiliates may assume the duties of the Series CAR Calculation Agent or Series CAS Calculation Agent and may have economic interests adverse to the interests of the Noteholders

The Series CAR Calculation Agent and the Series CAS Calculation Agent (each as defined herein), as applicable, will make certain determinations regarding the interest rate for the applicable series of Notes. The Company or any of its affiliates may assume the duties of the Series CAR Calculation Agent or the Series CAS Calculation Agent. Any exercise of discretion by the Company or its affiliates acting as Series CAR Calculation Agent or Series CAS Calculation Agent could present a conflict of interest. In making the required determinations, decisions and elections, the Company or its affiliates may have economic interests that are adverse to the interests of Noteholders, and those determinations, decisions or elections could have a material adverse effect on the yield on, value of and market for the applicable series of Notes. Any determination made by the Company or its affiliates, acting as the Series CAR Calculation Agent or the Series CAS Calculation Agent, will be final and binding absent manifest error.

DETAILS OF THE OFFERING

The following description of the Notes of each series is a brief summary of their material attributes and characteristics, which does not purport to be complete and is qualified in its entirety by reference to the Canadian Indenture (as defined below) for the applicable series of Notes. The following summary uses words and terms which have been defined in the Canadian Trust Indenture. For full particulars, reference is made to the short form base shelf prospectus and to the Canadian Trust Indenture.

General

The Notes of each series will be issued under a separate supplemental indenture (each, a “Subordinated Supplemental Indenture”), which, for the purposes of that series, will supplement the terms and conditions in the trust indenture dated May 22, 2001 (the “Canadian Trust Indenture”), as supplemented by the forty-seventh supplement thereto dated January 2, 2024, between the Company and Montreal Trust Company of Canada (now Computershare Trust Company of Canada), as trustee (the “Canadian Trustee”).

Each of the Subordinated Supplemental Indentures will be entered into between the Company and the Canadian Trustee and will be dated as of the closing date of this Offering. Each Subordinated Supplemental Indenture will provide for, among other things, the creation and issuance of the applicable series of Notes to which such Subordinated Supplemental Indenture relates. The Canadian Trust Indenture is described in the short form base shelf prospectus. References herein to the “Canadian Indenture” refer to the Canadian Trust Indenture as supplemented by the applicable Subordinated Supplemental Indenture.

The Company may, from time to time, without the consent of the holders of a particular series of Notes, create and issue additional Notes of that same series under the applicable Subordinated Supplemental Indenture, having the same terms and conditions as the Notes of that series in all respects, except for such variations to such terms and conditions as may be required, in the reasonable opinion of the Company, to reflect the different issue dates of such additional Notes of such series and the then existing Notes of such series and the intention that all such additional Notes of such series and the then existing Notes of such series be fungible for trading purposes. Additional Notes of a series issued in this manner will be consolidated with and form a single series with the then existing Notes of that series and, if the Company acting reasonably determines that it is advisable or advantageous to do so, the Company may accept such additional Notes of such series and the then existing Notes of the same series in exchange for consolidated and restated replacement Notes reflecting the terms and conditions of such additional Notes and the then existing Notes, in each case, of the same series.

Principal, Maturity and Interest

Series CAR Notes

The Series CAR Notes will be initially limited to \$1,100,000,000 aggregate principal amount (provided that the Company may in the future issue additional Series CAR Notes up to any additional amount determined by the Company without the consent of existing holders of Series CAR Notes), and will mature on July 21, 2055. The Series CAR Notes will bear interest (i) from, and including, April 21, 2025 to, but excluding, the Series CAR First Reset Date at a rate of 6.25% per annum and thereafter (ii) from, and including, each Series CAR Interest Reset Date with respect to each Series CAR Interest Reset Period to, but excluding, the next succeeding Series CAR Interest Reset Date, the date of maturity or the date of redemption, as the case may be, at a rate per annum equal to the Five Year Government of Canada Yield as of the most recent Series CAR Interest Reset Determination Date plus a spread of 3.482%, to be reset on each Series CAR Interest Reset Date; provided, that the interest rate will not reset below 6.25%. Subject to the Company’s right to defer interest payments as described herein, interest on the Series CAR Notes will be payable in arrears in equal semi-annual instalments (except the first interest payment) on January 21 and July 21 of each year, commencing on January 21, 2026, to holders of record on January 6 and July 6, respectively. The first interest payment on the Series CAR Notes (long first coupon) on January 21, 2026 will be in an amount equal to \$51,515,410.96 and will represent accrued interest from, and including April 21, 2025 to, but excluding, January 21, 2026.

Principal and interest on the Series CAR Notes will be payable in lawful money of Canada. The issuance date for the Series CAR Notes will be on or about April 21, 2025.

On the date of maturity, the Company will repay the indebtedness represented by the Series CAR Notes by paying the Canadian Trustee in Canadian dollars an amount equal to the principal amount of the outstanding Series CAR Notes plus any accrued and unpaid interest thereon. Interest for any period (other than a full coupon period for an instalment of interest) will be computed on the basis of the actual number of days in such period over a 365-day year. The yearly rate of interest that is equivalent to the rate payable under the Series CAR Notes is the rate payable

for the applicable interest period multiplied by the actual number of days in the year and divided by 365 and is disclosed herein solely for the purpose of providing the disclosure required by the *Interest Act* (Canada).

Unless the Company has elected to redeem all of the outstanding Series CAR Notes as of the Series CAR First Reset Date, the Company will appoint a calculation agent (the “Series CAR Calculation Agent”) in respect of the Series CAR Notes on or prior to the Series CAR Interest Reset Determination Date in respect of the Series CAR First Reset Date. The Company or any of its affiliates may assume the duties of the Series CAR Calculation Agent. The applicable interest rate for each Series CAR Interest Reset Period will be determined by the Series CAR Calculation Agent as of the applicable Series CAR Interest Reset Determination Date. Promptly upon such determination, the Series CAR Calculation Agent, if other than the Company or its affiliates, will notify the Company of the applicable interest rate for the relevant Series CAR Interest Reset Date. The Company will promptly notify the Canadian Trustee, if other than the Series CAR Calculation Agent, of such interest rate. The Series CAR Calculation Agent’s determination of any interest rate and its calculation of the amount of interest for any Series CAR Interest Reset Period beginning on or after the Series CAR First Reset Date will be conclusive and binding absent manifest error, may be made in the Series CAR Calculation Agent’s sole discretion and, notwithstanding anything to the contrary in the documentation relating to the Series CAR Notes, will become effective without consent from any other person or entity. Such determination of any interest rate and calculation of the amount of interest will be on file at the Company’s principal offices and will be made available to any Noteholder upon request.

The Series CAR Notes will be issued only in fully registered form, without coupons, in denominations of \$1,000 of principal amount and any integral multiple thereof.

Series CAS Notes

The Series CAS Notes will be initially limited to \$500,000,000 aggregate principal amount (provided that the Company may in the future issue additional Series CAS Notes up to any additional amount determined by the Company without the consent of existing holders of Series CAS Notes), and will mature on July 21, 2055. The Series CAS Notes will bear interest (i) from, and including, April 21, 2025 to, but excluding, the Series CAS First Reset Date at a rate of 6.75% per annum and thereafter (ii) from, and including, each Series CAS Interest Reset Date with respect to each Series CAS Interest Reset Period to, but excluding, the next succeeding Series CAS Interest Reset Date, the date of maturity or the date of redemption, as the case may be, at a rate per annum equal to the Five Year Government of Canada Yield as of the most recent Series CAS Interest Reset Determination Date plus a spread of 3.609%, to be reset on each Series CAS Interest Reset Date; provided, that the interest rate will not reset below 6.75%. Subject to the Company’s right to defer interest payments as described herein, interest on the Series CAS Notes will be payable in arrears in equal semi-annual instalments (except the first interest payment) on January 21 and July 21 of each year, commencing on January 21, 2026, to holders of record on January 6 and July 6, respectively. The first interest payment on the Series CAS Notes (long first coupon) on January 21, 2026 will be in an amount equal to \$25,289,383.56 and will represent accrued interest from, and including, April 21, 2025 to, but excluding, January 21, 2026.

Principal and interest on the Series CAS Notes will be payable in lawful money of Canada. The issuance date for the Series CAS Notes will be on or about April 21, 2025.

On the date of maturity, the Company will repay the indebtedness represented by the Series CAS Notes by paying the Canadian Trustee in Canadian dollars an amount equal to the principal amount of the outstanding Series CAS Notes plus any accrued and unpaid interest thereon. Interest for any period (other than a full coupon period for an instalment of interest) will be computed on the basis of the actual number of days in such period over a 365-day year. The yearly rate of interest that is equivalent to the rate payable under the Series CAS Notes is the rate payable for the applicable interest period multiplied by the actual number of days in the year and divided by 365 and is disclosed herein solely for the purpose of providing the disclosure required by the *Interest Act* (Canada).

Unless the Company has elected to redeem all of the outstanding Series CAS Notes as of the Series CAS First Reset Date, the Company will appoint a calculation agent (the “Series CAS Calculation Agent”) in respect of the Series CAS Notes on or prior to the Series CAS Interest Reset Determination Date in respect of the Series CAS First Reset Date. The Company or any of its affiliates may assume the duties of the Series CAS Calculation Agent. The applicable interest rate for each Series CAS Interest Reset Period will be determined by the Series CAS Calculation Agent as of the applicable Series CAS Interest Reset Determination Date. Promptly upon such determination, the

Series CAS Calculation Agent, if other than the Company or its affiliates, will notify the Company of the applicable interest rate for the relevant Series CAS Interest Reset Date. The Company will promptly notify the Canadian Trustee, if other than the Series CAS Calculation Agent, of such interest rate. The Series CAS Calculation Agent's determination of any interest rate and its calculation of the amount of interest for any Series CAS Interest Reset Period beginning on or after the Series CAS First Reset Date will be conclusive and binding absent manifest error, may be made in the Series CAS Calculation Agent's sole discretion and, notwithstanding anything to the contrary in the documentation relating to the Series CAS Notes, will become effective without consent from any other person or entity. Such determination of any interest rate and calculation of the amount of interest will be on file at the Company's principal offices and will be made available to any Noteholder upon request.

The Series CAS Notes will be issued only in fully registered form, without coupons, in denominations of \$1,000 of principal amount and any integral multiple thereof.

Certain Definitions

"Bloomberg Screen GCAN5YR Page" means the display designated as page "GCAN5YR<INDEX>" on the Bloomberg Financial L.P. service (or such other page as may replace the GCAN5YR page on that service for purposes of displaying Government of Canada bond yields).

"Business Day" means a day other than a Saturday, Sunday or other day on which banking institutions in the Province of Ontario are authorized or required by law to close.

"Five Year Government of Canada Yield" means, as at any Series CAR Interest Reset Determination Date for a Series CAR Interest Reset Period or Series CAS Interest Reset Determination Date for a Series CAS Interest Reset Period, as applicable, the bid yield to maturity on such date (assuming semi-annual compounding) of a Canadian dollar denominated non-callable Government of Canada bond with a term to maturity of five years as quoted as of 10:00 a.m. (Toronto time) on such date and which appears on the Bloomberg Screen GCAN5YR Page on such date; provided that, if such rate does not appear on the Bloomberg Screen GCAN5YR Page on such date, "Five Year Government of Canada Yield" means the average of the yields determined by two registered Canadian investment dealers (each of which is a member of the Canadian Investment Regulatory Organization), selected by the Company, as being the yield to maturity (assuming semi-annual compounding) on such date at or about 10:00 a.m. (Toronto time) which a Canadian dollar denominated non-callable Government of Canada bond would carry if issued in Canadian dollars at 100% of its principal amount on such date with a term to maturity of five years.

"Series CAR Interest Reset Date" means the Series CAR First Reset Date and each date falling on the five-year anniversary of the preceding Series CAR Interest Reset Date.

"Series CAR Interest Reset Determination Date" means, for any Series CAR Interest Reset Period, the day falling two Business Days prior to the applicable Series CAR Interest Reset Date.

"Series CAR Interest Reset Period" means the period from, and including, the Series CAR First Reset Date to, but excluding, the next succeeding Series CAR Interest Reset Date, and thereafter each period from, and including, each Series CAR Interest Reset Date to, but excluding, the next succeeding Series CAR Interest Reset Date, the date of maturity, or the date of redemption, as the case may be.

"Series CAS Interest Reset Date" means the Series CAS First Reset Date and each date falling on the five-year anniversary of the preceding Series CAS Interest Reset Date.

"Series CAS Interest Reset Determination Date" means, for any Series CAS Interest Reset Period, the day falling two Business Days prior to the applicable Series CAS Interest Reset Date.

"Series CAS Interest Reset Period" means the period from, and including, the Series CAS First Reset Date to, but excluding, the next succeeding Series CAS Interest Reset Date, and thereafter each period from, and including, each Series CAS Interest Reset Date to, but excluding, the next succeeding Series CAS Interest Reset Date, the date of maturity, or the date of redemption, as the case may be.

Deferral Right

So long as no event of default has occurred and is continuing under the applicable Canadian Indenture, the Company may elect, at its sole option, on any date other than a Series CAR Interest Payment Date or Series CAS Interest Payment Date, as applicable, to defer the interest payable on the applicable series of Notes on one or more occasions for up to five consecutive years (each, a “Deferral Period”). There is no limit on the number of Deferral Periods that may occur. Any such deferral will not constitute an event of default or any other breach under the applicable Canadian Indenture. Deferred interest will accrue, compounding on each subsequent Series CAR Interest Payment Date or Series CAS Interest Payment Date, as applicable, until paid, to the extent permitted by law. A Deferral Period terminates on any Series CAR Interest Payment Date or Series CAS Interest Payment Date, as applicable, where the Company pays all accrued and unpaid interest on such date. No Deferral Period may extend beyond the date of maturity and, for greater certainty, all accrued and unpaid interest (including any deferred interest) shall be due and payable on the date of maturity or the date of redemption, as applicable. The Company will give the holders of each series of Notes written notice of its election to commence or continue a Deferral Period at least 10 and not more than 60 days before the next Series CAR Interest Payment Date or Series CAS Interest Payment Date, as applicable.

Dividend Stopper Undertaking

Unless the Company has paid all accrued and payable interest on the Series CAR Notes and the Series CAS Notes (including interest, if any, whose payment was deferred pursuant to the Company’s deferral right described above), as applicable, the Company will not (the “Dividend Stopper Undertaking”):

- declare any dividends on the Dividend Restricted Shares (other than stock dividends on Dividend Restricted Shares) or pay any interest on any Parity Indebtedness;
- redeem, purchase, or otherwise retire for value any Dividend Restricted Shares or Parity Indebtedness (unless such redemption, purchase or retirement for value is a Permitted Purchase); or
- make any payment to holders of any of the Dividend Restricted Shares or any of the Parity Indebtedness in respect of dividends not declared or paid on such Dividend Restricted Shares or interest not paid on such Parity Indebtedness, respectively.

“Common Shares” means the common shares in the capital of the Company.

“Dividend Restricted Shares” means the Common Shares and any preferred shares in the capital of the Company.

“Parity Indebtedness” means any class or series of the Company’s debt securities or any other indebtedness of the Company for borrowed money currently outstanding or hereafter created which ranks on a parity with the Notes as to distributions upon liquidation, dissolution or winding-up.

“Permitted Purchase” means a redemption, purchase or other retirement for value of any Dividend Restricted Shares or Parity Indebtedness (i) pursuant to any purchase obligation, sinking fund, retraction privilege or mandatory redemption provisions attaching to any series of Dividend Restricted Shares or (ii) with respect to Dividend Restricted Shares, (a) out of the net cash proceeds of a substantially concurrent issuance and sale of, or made in exchange for (including by using), Dividend Restricted Shares or a substantially concurrent net cash capital contribution received by the Company (other than from a subsidiary of the Company), (b) deemed to occur upon the exercise or exchange of options, warrants or other convertible or exchangeable securities, to the extent such Dividend Restricted Shares represent all or a portion of the exercise, conversion or exchange price thereof, together with any withholding to pay for the taxes payable in connection therewith or (c) cash payments in lieu of issuing fractional shares in connection with share dividends, splits or business combinations or the exercise of warrants, options or other securities convertible into or exchangeable for Dividend Restricted Shares of the Company.

It is in the Company's interest to ensure that interest on the Notes of each series is timely paid so as to avoid triggering the Dividend Stopper Undertaking.

Optional Redemption

Series CAR Notes

The Company may, at its option, redeem the Series CAR Notes in whole or at any time in part from time to time by giving prior notice of not less than 10 days nor more than 60 days to the holders of the Series CAR Notes, (i) on any day in the period commencing on and including the date that is 90 days prior to the Series CAR First Reset Date and ending on and including the Series CAR First Reset Date, and (ii) after the Series CAR First Reset Date, on any Series CAR Interest Payment Date, in each case, at a redemption price equal to 100% of the principal amount of the Series CAR Notes redeemed together with accrued and unpaid interest (including deferred interest, if any) thereon to, but excluding, the date of redemption.

At the Company's discretion, any redemption of the Series CAR Notes (including any redemption pursuant to a Tax Event or Rating Event) may be subject to one or more conditions precedent, including completion of any equity or other securities offering, an incurrence of indebtedness or other financing, or any other corporate transaction or event. Notice of any redemption in respect thereof may, at the Company's discretion, be given prior to the completion of one or more of the transactions or events upon which the redemption is conditioned and such redemption may be partial as a result of only some of the conditions being satisfied. If such redemption is subject to the satisfaction of one or more conditions precedent, the related notice must describe each such condition, and if applicable, state that, in the Company's discretion, such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied or waived by the applicable date of redemption.

In the case of a partial redemption of the Series CAR Notes, selection of the Series CAR Notes to be redeemed will be made on a pro rata basis or by lot. If the Series CAR Notes are to be redeemed in part, the notice of redemption relating thereto shall state the portion of the principal amount thereof to be redeemed; provided that no Series CAR Note in an aggregate principal amount of \$1,000 or less shall be redeemed in part. A replacement Series CAR Note of the applicable series in principal amount equal to the unredeemed portion thereof will be issued in the name of the Noteholder thereof upon cancellation of the original Series CAR Note.

Series CAS Notes

The Company may, at its option, redeem the Series CAS Notes in whole or at any time in part from time to time by giving prior notice of not less than 10 days nor more than 60 days to the holders of the Series CAS Notes, (i) on any day in the period commencing on and including the date that is 90 days prior to the Series CAS First Reset Date and ending on and including the Series CAS First Reset Date, and (ii) after the Series CAS First Reset Date, on any Series CAS Interest Payment Date, in each case, at a redemption price equal to 100% of the principal amount of the Series CAS Notes redeemed together with accrued and unpaid interest (including deferred interest, if any) thereon to, but excluding, the date of redemption.

At the Company's discretion, any redemption of the Series CAS Notes (including any redemption pursuant to a Tax Event or Rating Event) may be subject to one or more conditions precedent, including completion of any equity or other securities offering, an incurrence of indebtedness or other financing, or any other corporate transaction or event. Notice of any redemption in respect thereof may, at the Company's discretion, be given prior to the completion of one or more of the transactions or events upon which the redemption is conditioned and such redemption may be partial as a result of only some of the conditions being satisfied. If such redemption is subject to the satisfaction of one or more conditions precedent, the related notice must describe each such condition, and if applicable, state that, in the Company's discretion, such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied or waived by the applicable date of redemption.

In the case of a partial redemption of the Series CAS Notes, selection of the Series CAS Notes to be redeemed will be made on a pro rata basis or by lot. If the Series CAS Notes are to be redeemed in part, the notice of redemption relating thereto shall state the portion of the principal amount thereof to be redeemed; provided that no Series CAS

Note in an aggregate principal amount of \$1,000 or less shall be redeemed in part. A replacement Series CAS Note of the applicable series in principal amount equal to the unredeemed portion thereof will be issued in the name of the Noteholder thereof upon cancellation of the original Series CAS Note.

Intent Based Replacement Disclosure

In the event that the Company redeems or purchases Notes of any series, the Company intends (without thereby assuming a legal obligation) to do so only to the extent the aggregate redemption or purchase price is equal to or less than the net proceeds, if any, received by the Company from new issuances during the period commencing on the 365th or 366th calendar day, depending upon the actual number of days in the applicable year, prior to the date of such redemption or purchase of securities which are assigned by a designated rating organization (as defined in National Instrument 44-101 – *Short Form Prospectus Distributions*) at the time of sale or issuance, an aggregate equity credit that is equal to or greater than the equity credit assigned to the Notes of the applicable series to be redeemed or purchased (but taking into account any changes in hybrid capital methodology or other relevant methodology or the interpretation thereof since the issuance of the Notes of the applicable series), unless the Notes of the applicable series are redeemed pursuant to a Tax Event or a Rating Event.

Redemption on Tax Event or Rating Event

At any time within 90 days following the occurrence of a Tax Event with respect to the Notes of any series, the Company may, at its option, on giving not more than 60 days' nor less than 10 days' prior notice to the holders of Notes of that series, redeem all (but not less than all) of the Notes of that series at a redemption price equal to 100% of the principal amount thereof, together with accrued and unpaid interest (including deferred interest, if any) thereon to, but excluding, the date of redemption.

At any time within 90 days following the occurrence of a Rating Event with respect to the Notes of any series, the Company may, at its option, on giving not more than 60 days' nor less than 10 days' prior notice to the holders of Notes of that series, redeem all (but not less than all) of the Notes of that series at a redemption price equal to 102% of the principal amount thereof, together with accrued and unpaid interest (including deferred interest, if any) thereon to, but excluding, the date of redemption.

For the avoidance of doubt, (i) if there is a Tax Event or a Rating Event on or after the date that is 90 days prior to the Series CAR First Reset Date, the Company may, at its option, redeem the Series CAR Notes in accordance with its optional redemption right rather than redeem the Series CAR Notes by way of the Tax Event or Rating Event redemption right, as applicable, and (ii) if there is a Tax Event or a Rating Event on or after the date that is 90 days prior to the Series CAS First Reset Date, the Company may, at its option, redeem the Series CAS Notes in accordance with its optional redemption right rather than redeem the Series CAS Notes by way of the Tax Event or Rating Event redemption right, as applicable. See "Details of the Offering – Optional Redemption".

A "Tax Event" means, with respect to the Notes of any series, the Company has received an opinion of counsel of a law firm that is nationally recognized in Canada or the U.S. and experienced in such matters (who may be counsel to the Company) to the effect that, as a result of (i) any amendment to, clarification of, or change (including any announced prospective amendment, clarification or change) in the laws, or any regulations or rulings thereunder, or any application or interpretation thereof, of Canada or the U.S. or any political subdivision or authority or agency thereof or therein having power to tax or any applicable tax treaty, (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 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 an Administrative Action that differs from the theretofore generally accepted position, in each of 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 of that series, there is a more than insubstantial risk (assuming any proposed or announced amendment, clarification, change,

interpretation, pronouncement or Administrative Action is effective and applicable) that the Company is, or may be subject to more than a *de minimis* amount of additional taxes, duties or other governmental changes 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 of that series (including the treatment or deductibility by the Company of interest on the Notes of that series), as or as would be reflected in any tax return or form filed, to be filed, or that otherwise would have been filed, will not be respected by a taxing authority.

A “Rating Event” means, with respect to the Notes of any series, any Specified Rating Agency amends, clarifies or changes the methodology or criteria it uses to assign equity credit to securities such as the Notes of that series, which amendment, clarification or change results in (i) the shortening of the length of time the Notes of that series are assigned a particular level of equity credit by that Specified Rating Agency as compared to the length of time they would have been assigned that level of equity credit by that Specified Rating Agency or its predecessor on the date of issuance, or (ii) the lowering of the equity credit assigned to the Notes of that series by that Specified Rating Agency compared to the equity credit assigned by that Specified Rating Agency or its predecessor on the date of issuance. “Specified Rating Agency” shall mean any of Moody’s Investors Service Inc. (“Moody’s”), Standard & Poor’s Rating Services, a business unit of S&P Global Canada Corp. (“S&P”), or DBRS Limited (“DBRS”), or any other designated rating organization (as defined in National Instrument 44-101 – *Short Form Prospectus Distributions*), as applicable, that then publishes a rating for the Company and, in each case, their respective successors.

Subordination

The Notes of each series will be direct unsecured subordinated obligations of the Company. The payment of principal, premium (if any), and interest on the Notes of each series, to the extent provided in the Canadian Indentures, will be subordinated in right of payment to the prior payment in full of all present and future Senior Indebtedness, will be structurally subordinated to all indebtedness and obligations of the Company’s subsidiaries and will rank equally with any present and future Parity Indebtedness.

In the event (i) of any insolvency or bankruptcy proceedings or any receivership, liquidation, reorganization or other similar proceedings in respect of the Company or a substantial part of its property, or of any proceedings for liquidation, dissolution or other winding-up of the Company, whether or not involving insolvency or bankruptcy, or (ii) subject to the subordination provisions in the applicable Canadian Indenture, that (a) the payment of principal of or interest on or other monetary amounts due and payable on any Senior Indebtedness (without giving effect to any cure period with respect thereto), or (b) there shall have occurred an event of default (other than a default in the payment of principal or interest or other monetary amounts due and payable) in respect of any Senior Indebtedness, as defined therein or in the instrument under which the same is outstanding, permitting the holder or holders thereof to accelerate the maturity thereof (with notice or lapse of time, or both), and such event of default shall have continued beyond the period of grace, if any, in respect thereof, and, in the cases of (a) and (b) of this (i) such default or event of default shall not have been cured or waived or shall not have ceased to exist, or (iii) that the principal of Notes of any series shall have been declared due and payable pursuant to the applicable Canadian Indenture and such declaration shall not have been rescinded and annulled as provided therein, then, among other things, the holders of all Senior Indebtedness shall first be entitled to receive payment of the full amount due thereon, or provision shall be made for such payment in money or money’s worth, before the holders of such series of Notes are entitled to receive a payment on account of the principal of or interest or premium (if any) on, the indebtedness evidenced by such series of Notes, including, without limitation, any payments made pursuant to any redemption or purchase for cancellation. As of the date of this prospectus supplement, all short-term borrowings and long-term debt of the Company set forth in the “Consolidated Capitalization” section of this prospectus supplement constitute Senior Indebtedness.

“Senior Indebtedness” means all present and future indebtedness, liabilities and other obligations (other than Subordinated Indebtedness) of, or guaranteed or assumed by, the Company for borrowed money or evidenced by bonds, debentures or notes or obligations of the Company for or in respect of bankers’ acceptances (including the face amount thereof), letters of credit and letters of guarantee (including all reimbursement obligations in respect of each of the foregoing) or other similar instruments, and amendments, renewals, extensions, modifications and refunding of any such indebtedness, liabilities or other obligations including, without limitation, the senior notes issued by the Company.

“Subordinated Indebtedness” means the Series CAR Notes, the Series CAS Notes or any other obligations that are, pursuant to the terms of the instrument or agreement creating or evidencing those obligations, expressly designated as being (i) subordinate in right of payment to Senior Indebtedness or (ii) pari passu with, or subordinate to, the Series CAR Notes or the Series CAS Notes in right of payment.

Events of Default

An event of default in respect of the Notes of any series will occur only if the Company defaults on the payment of (i) principal or premium (if any) on the date of maturity or the redemption price when due, (ii) interest when due and payable and continuance of such default for a period of 30 days (subject to the Company’s right, at its sole option, to defer interest payments, as described under “Details of the Offering – Deferral Right”), or (iii) in the event of any insolvency or bankruptcy proceedings or any receivership, liquidation, reorganization or other similar proceedings in respect of the Company or a substantial part of its property, or of any proceedings for liquidation, dissolution or other winding-up of the Company. There will be no right of acceleration in the case of a default in the performance of any other covenant of the Company in the Canadian Indentures, although a legal action could be brought to enforce such covenant. For the avoidance of doubt, the events of default stated in this section shall be the only events of default applicable to the Notes of any series.

If an event of default has occurred and is continuing, then the Company shall be deemed to be in default under the Canadian Indentures and each series of Notes and the Canadian Trustee may, in its discretion and shall upon the request of holders of not less than 25% of the principal amount of Notes of each series then outstanding under the applicable Canadian Indenture, declare such Notes of that series to be immediately due and payable, and upon such declaration the aggregate unpaid principal amount of such Notes of that series, together with all accrued and unpaid interest up to (but excluding) such date and any other amounts owing with respect thereto, shall immediately become due and payable. If an event of default specified in clause (iii) above has occurred and is continuing, then the principal amount of the Notes of the applicable series then outstanding will become immediately due and payable without any declaration or other act on the part of the Canadian Trustee or any holder of the Notes of such series.

Limitation of Certain Covenant Protections

The trust indentures for the Company’s outstanding senior unsecured notes contain certain provisions that place restrictions on the Company or a Restricted Subsidiary (as defined therein), including restrictions from: (i) creating or assuming any Lien (as defined therein) (other than Permitted Liens (as defined therein)) upon any present or future principal property of the Company or any property which, together with any other property subject to Liens (other than Permitted Liens) in the same transaction or series of related transactions, would in the aggregate constitute principal property of the Company or any Restricted Subsidiary, to secure Indebtedness of the Company or a Restricted Subsidiary, (ii) entering into any Sale and Lease-Back Transactions (as defined therein) subject to the exceptions set out in such trust indentures, or (iii) permitting any Restricted Subsidiary from incurring Restricted Indebtedness (as defined therein). These trust indentures also contain limitations on the ability of such subsidiaries to incur Indebtedness. Further information regarding the restrictions noted above can be found in the short form base shelf prospectus.

Pursuant to the Subordinated Supplemental Indentures, Noteholders do not have the benefit of such restrictions and virtually all of the covenants contained in the trust indentures for the outstanding senior unsecured notes of the Company do not apply to the Notes. The representations and warranties of the Company in such trust indentures are also removed. As a result, the Company is not restricted by the terms of the Canadian Indentures governing each series of Notes from, among other things, (i) creating or assuming Liens to secure Indebtedness of the Company or a Restricted Subsidiary that are not secured equally and ratably with (or prior to) other Indebtedness, (ii) entering into Sale and Lease-Back Transactions, or (iii) the Restricted Subsidiaries incurring Restricted Indebtedness. For greater certainty, the covenants described below are contained in the Subordinated Supplemental Indentures and apply to each series of Notes.

General Covenants

Subject to the specific terms of the Notes, the Company has covenanted and agreed with the Canadian Trustee for the benefit of the Canadian Trustee and the Noteholders as follows:

- the Company will duly and punctually pay or cause to be paid when due to every Noteholder the principal of, and premium, interest (subject to the Company's right to defer interest as described under "Details of the Offering – Deferral Right") and other amounts on, each series of Notes; and
- the Company and each Restricted Subsidiary will preserve and maintain its existence (except as permitted by Article 11 of the Canadian Trust Indenture), and shall also maintain its qualifications in each jurisdiction to carry on its business except to the extent that failure to maintain such qualifications would not be reasonably expected to have a Material Adverse Effect (as defined in the Canadian Trust Indenture) with respect to each series of Notes.

Additional Covenants

The Subordinated Supplemental Indentures also contains certain other customary covenants by the Company with respect the delivery of compliance certificates, provision of financial statements, payment of the Canadian Trustee's reasonable remuneration and the ability of the Canadian Trustee to perform covenants on substantially the same terms as the covenants provided to holders of outstanding senior unsecured notes of the Company.

Purchase of Notes

The Company may, at any time and from time to time, purchase Notes of any series in the secondary market (which may include purchases from or through an investment dealer or a firm holding membership on a recognized stock exchange) or by tender or private contract, at any price, subject to applicable law.

Defeasance

The provisions described under "Description of Debt Securities—Defeasance" in the short form base shelf prospectus are applicable to the Notes of each series, including the condition that the Company will deliver to the Canadian Trustee an opinion of counsel to the effect that the applicable holders of such series of Notes will not recognize income, gain or loss for Canadian federal income tax purposes as a result of such defeasance and will be subject to Canadian federal income tax on the same basis as if such defeasance had not occurred.

Book-Entry System

The Notes of each series will be issued in the form of one or more fully registered global securities (each, a "Global Note") to be held by, or on behalf of, CDS, as depositary and registered in the name of CDS' nominee. Direct and indirect participants in CDS will record beneficial ownership of the Notes of each series on behalf of their respective accountholders.

Payments

Payments of interest and principal on a Global Note will be made to CDS or its nominee, as the case may be, as registered holder of the particular Global Note. As long as CDS or its nominee is the registered owner of a Global Note, CDS or its nominee, as the case may be, will be considered the sole legal owner of such Global Note for the purposes of receiving payments of interest and principal on the particular series of Notes and for all other purposes under the applicable Canadian Indenture. Interest payments on Global Notes will be made by electronic funds transfer on the day interest is payable and delivered to CDS or its nominee, as the case may be.

The Company understands that CDS or its nominee, upon receipt of any payment of interest or principal in respect of a Global Note, will credit participants' accounts, on the date interest or principal is payable, with payments in amounts proportionate to their respective beneficial interest in the principal amount of such Global Note as shown

on the records of CDS or its nominee. The Company also understands that payments of interest and principal by participants to the owners of beneficial interests in such Global Note held through such participants will be governed by standing instructions and customary practices and will be the responsibility of such participants. The responsibility and liability of the Company in respect of payments on Notes of any series represented by Global Notes is limited solely and exclusively, while the particular series of Notes are registered in Global Note form, to making payment of any interest and principal due on such Global Note to CDS or its nominee.

If definitive Notes of any series are issued instead of or in place of Global Notes, payments of interest on each definitive Note of each series will be made by electronic funds transfer, if agreed to by the Noteholder of a particular series, or by cheque dated the Series CAR Interest Payment Date or Series CAS Interest Payment Date, as applicable, and mailed to the address of such Noteholder appearing in the register maintained by the registrar for the particular series of Notes, at the close of business on the last day of the month immediately preceding the month in which the Series CAR Interest Payment Date or Series CAS Interest Payment Date, as applicable, occurs.

The Canadian Trustee will act, pursuant to the Canadian Indentures, as the registrar and paying agent for the Notes. Payment of principal on the date of maturity will be made at the principal office of the Canadian Trustee in the City of Calgary, Alberta (or in such other city or cities as may from time to time be designated by the Company) against surrender of the Notes of the particular series. If the due date for payment of any amount of principal or interest on any Note of any series is not, at the place of payment, a business day (being a day other than a Saturday, Sunday or a day on which financial institutions at the place of payment are authorized or obligated by law or regulation to close) such payment will be made on the next business day and the applicable Noteholder shall not be entitled to any further interest or other payment in respect of such delay.

Governing Law

Each of the Canadian Indentures and the Notes are governed by, and construed in accordance with, the laws of the Province of Ontario.

CREDIT RATINGS

The Notes are expected to be rated BB (High) by DBRS, BB by S&P, and Baa3 by Moody's (each of DBRS, S&P, and Moody's, a "Rating Agency"). Credit ratings are intended to provide investors with an independent measure of the credit quality of an issue of securities.

The following descriptions of the rating categories prepared by the respective Rating Agencies (obtained from their public websites) are provided solely to provide a description of the rating schemes used by each Rating Agency and do not constitute an endorsement by TELUS of the categories or of the application of the respective Rating Agencies.

Institution

Rating

DBRS

The DBRS® long-term rating scale provides an opinion on the risk of default. That is, the risk that an issuer will fail to satisfy its financial obligations in accordance with the terms under which an obligation has been issued. Ratings are based on quantitative and qualitative considerations relevant to the issuer, and the relative ranking of claims. All rating categories, other than "AAA" and "D", also contain subcategories "(high)" and "(low)". The absence of either a "(high)" or "(low)" designation indicates the rating is in the middle of the category.

A "BB (High)" rating denotes speculative, non-investment grade credit quality. The capacity for the payment of financial obligations is uncertain. Vulnerable to future events.

The assignment of a "positive", "stable" or "negative" trend provides guidance in respect of DBRS' opinion regarding the trend for the rating. The rating trend indicates the direction in which DBRS considers the rating may move if present circumstances continue, or in certain

cases, unless challenges are addressed by the issuer. DBRS has assigned a stable trend to the Notes.

S&P

A S&P issue credit rating is a forward-looking opinion about the creditworthiness of an obligor with respect to a specific financial obligation, a specific class of financial obligations, or a specific financial program (including ratings on medium-term note programs and commercial paper programs). It takes into consideration the creditworthiness of guarantors, insurers, or other forms of credit enhancement on the obligation and takes into account the currency in which the obligation is denominated. The opinion reflects S&P's view of the obligor's capacity and willingness to meet its financial commitments as they come due, and may assess terms, such as collateral security and subordination, which could affect ultimate payment in the event of default.

An obligation rated "BB" is less vulnerable to nonpayment than other speculative issues. However, it faces major ongoing uncertainties or exposure to adverse business, financial, or economic conditions that could lead to the obligor's inadequate capacity to meet its financial commitments on the obligation.

The ratings from "AA" to "CCC" may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

S&P assigns outlooks to issuers and not to individual debt securities. An S&P outlook assesses the potential direction of a long-term credit rating over the intermediate term, which is generally up to two years for investment grade issuers and generally up to one year for speculative grade issuers. S&P has assigned a stable outlook to the Company.

Moody's

Moody's long-term ratings are assigned to issuers or obligations with an original date of maturity of eleven months or more and reflect both on the likelihood of a default on contractually promised payments and the expected financial loss suffered in the event of default.

Obligations rated "Baa3" are considered to be medium-grade and subject to moderate credit risk and as such may possess speculative characteristics.

Moody's appends numerical modifiers 1, 2, and 3 to each generic rating classification from "Aa" through "Caa". The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category.

Outlooks may be assigned at the issuer level or at the rating level. A Moody's rating outlook is an opinion regarding the likely rating direction over the medium term. A stable outlook indicates a low likelihood of a rating change over the medium term. A negative, positive or developing outlook indicates a higher likelihood of a rating change over the medium term. Moody's has assigned a stable outlook to the Company.

The Company has made payments to each of the Rating Agencies in connection with the assignment of ratings to its long-term debt and will make payments to each of the Rating Agencies in connection with the confirmation of such ratings for purposes of this Offering. In addition, the Company has made payments in respect of certain other services provided to the Company by each of the Rating Agencies during the last two years.

The credit ratings accorded to the Notes by the Rating Agencies are not recommendations to purchase, hold or sell the applicable Notes inasmuch as such ratings do not comment as to market price or suitability for a particular investor. There is no assurance that any rating will remain in effect for any given period of time or that any rating will not be withdrawn or revised entirely by a Rating Agency at any time if in its judgment circumstances so warrant.

ELIGIBILITY FOR INVESTMENT

In the opinion of Norton Rose Fulbright Canada LLP, counsel to the Company, and Osler, Hoskin & Harcourt LLP, counsel to the Agents, the Notes, if issued on the date hereof, would be qualified investments under the Tax Act

and the regulations thereunder for trusts governed by registered retirement savings plans (“RRSPs”), registered retirement income funds (“RRIFs”), registered disability savings plans (“RDSPs”), registered education savings plans (“RESPs”), deferred profit sharing plans (“DPSPs”) (other than trusts governed by DPSPs for which any of the employers is the Company or is an employer with whom the Company does not deal at arm’s length, within the meaning of the Tax Act), tax-free savings accounts (“TFSA”) and first home savings accounts (“FHSA”).

Notwithstanding the foregoing, if a Note is a “prohibited investment” for an RRSP, RRIF, RDSP, RESP, TFSA or FHSA, the annuitant under the RRSP or RRIF, subscriber to the RESP or the holder of the TFSA, FHSA or RDSP, as the case may be, may be subject to a penalty tax under the Tax Act. Generally, the Notes will not be a “prohibited investment” for an RRSP, RRIF, RESP, RDSP, TFSA or FHSA provided that, for purposes of the Tax Act, the annuitant of the RRSP or RRIF, subscriber to the RESP or the holder of the TFSA, FHSA or RDSP (as the case may be) (a) deals at arm’s length with the Company for purposes of the Tax Act and (b) does not have a “significant interest” (within the meaning of subsection 207.01(4) of the Tax Act) in the Company.

Prospective investors should consult their own tax advisors with respect to the prohibited investment rules, having regard to their particular circumstances.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

In the opinion of Norton Rose Fulbright Canada LLP, counsel to the Company, and Osler, Hoskin & Harcourt LLP, counsel to the Agents, the following is a general summary of the principal Canadian federal income tax considerations generally applicable under the Tax Act to a holder who acquires, as beneficial owner, Notes pursuant to this Offering. This summary is applicable to such a holder who, at all relevant times, for purposes of the application of the Tax Act: (i) is, or is deemed to be, resident in Canada; (ii) deals at arm’s length with, and is not affiliated with, the Company; and (iii) holds Notes as capital property (a “Holder”). Generally, the Notes will be considered capital property to a Holder provided the Holder does not acquire or hold such Notes in the course of carrying on a business of trading or dealing in securities and has not acquired them in one or more transactions considered to be an adventure or concern in the nature of trade. Certain Holders that might not otherwise be considered to hold their Notes as capital property may, in certain circumstances, be entitled to have the Notes, and all other “Canadian securities” (as defined in the Tax Act) owned by such Holders in the taxation year of the election and all subsequent taxation years deemed to be treated as capital property by making the irrevocable election permitted by subsection 39(4) of the Tax Act. Such Holders should consult their own tax advisors having regard to their particular circumstances.

This summary is not applicable to a Holder (i) that is a “financial institution” for purposes of the mark-to-market rules in the Tax Act, (ii) an interest in which is a “tax shelter investment”, (iii) that reports its “Canadian tax results” in a currency other than Canadian currency, or (iv) that has entered into or will enter into a “derivative forward agreement” in respect of the Notes, each as defined in the Tax Act. Such Holders should consult their own tax advisors having regard to their particular circumstances.

This summary is based on the current provisions of the Tax Act and the regulations thereunder (the “Regulations”) and counsel’s understanding of the current administrative policies and assessing practices of the Canada Revenue Agency (the “CRA”) published in writing prior to the date hereof. This summary also takes into account all specific proposals to amend the Tax Act and Regulations publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (collectively, the “Proposed Tax Amendments”) and assumes that all Proposed Tax Amendments will be enacted in the form proposed. No assurances can be given that the Proposed Tax Amendments will be enacted or will be enacted as proposed. Other than the Proposed Tax Amendments, this summary does not take into account or anticipate any changes in law or the administrative policies or assessing practices of the CRA, whether by judicial, legislative, governmental or administrative decision or action, nor does it take into account provincial, territorial or foreign income tax legislation or considerations, which may differ significantly from those discussed herein.

This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular holder and no representations with respect to the income tax consequences to any particular holder are made. This summary is not exhaustive of all Canadian federal income tax considerations. Accordingly, prospective investors in Notes should consult their own tax advisors with respect to their own particular circumstances.

Taxation of Interest on the Notes

A Holder that is a corporation, partnership, unit trust or trust of which a corporation or partnership is a beneficiary will be required to include in computing its income for a taxation year any interest on a Note that accrues or is deemed to accrue to the Holder to the end of that taxation year, or becomes receivable or is received by the Holder before the end of that taxation year, to the extent that such amount was not otherwise included in the Holder's income for a preceding taxation year.

Any other Holder, including an individual or a trust (other than trusts described in the preceding paragraph), will be required to include in computing its income for a taxation year any interest on a Note that is received or receivable by such Holder in that year (depending upon the method regularly followed by the Holder in computing income), to the extent that such amount was not otherwise included in the Holder's income for a preceding taxation year. In addition, if at any time a Note becomes an "investment contract" (as defined in the Tax Act) in relation to the Holder, such Holder will be required to include computing income for a taxation year any interest that accrues to the Holder on the Note up to any "anniversary day" (as defined in the Tax Act) in that year to the extent such interest was not otherwise included in the Holder's income for that or a preceding taxation year.

A Holder that is a "Canadian-controlled private corporation" (as defined in the Tax Act) throughout a taxation year or a "substantive CCPC" (as defined in the Proposed Tax Amendments) at any time in the year may be liable for an additional refundable tax on investment income. For this purpose, investment income will generally include interest income.

Disposition

On a disposition or deemed disposition of a Note, including a redemption, a payment on the date of maturity, or a repurchase, a Holder will generally be required to include in computing its income for the taxation year in which the disposition occurs the amount of interest accrued (or deemed to have accrued) on the Note from the date of the last interest payment to the date of disposition to the extent that such amount has not otherwise been included in the Holder's income for the taxation year or a preceding taxation year.

In addition, any amount paid by the Company to a Holder as a penalty or bonus because of the repayment of all or part of the principal amount of a Note before its date of maturity (including as a result of the Company's exercise of a redemption right) will generally be deemed to be interest received by a Holder at that time and will be required to be included in computing the Holder's income as described above to the extent such amount can reasonably be considered to relate to, and does not exceed the value at the time of payment of, the interest that would have been paid or payable by the Company on the Note for a taxation year ending after that time.

In general, on a disposition or deemed disposition, including a redemption, payment on the date of maturity or repurchase, a Holder will realize a capital gain (or capital loss) to the extent that the proceeds of disposition, net of any accrued interest and any amounts included in the Holder's income on such disposition or deemed disposition as interest, exceed (or are less than) the adjusted cost base of the Note to the Holder immediately before the disposition or deemed disposition and any reasonable costs of disposition.

Generally, one half of the amount of any capital gain (a "taxable capital gain") realized by a Holder in a taxation year must be included in the Holder's income in that year and, subject to and in accordance with the provisions of the Tax Act, one half of the amount of any capital loss (an "allowable capital loss") realized by a Holder in a taxation year must be deducted from taxable capital gains realized by the Holder in that year. Allowable capital losses in excess of taxable capital gains in any particular year may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against net taxable capital gains realized in such years to the extent and under the circumstances described in the Tax Act. A capital gain realized by an individual or a trust (other than specified trusts) may give rise to a liability for alternative minimum tax.

Other Taxes

A Holder that is throughout the relevant taxation year a “Canadian-controlled private corporation” (as defined in the Tax Act) or, at any time in the year, a “substantive CCPC” (as defined in the Tax Act) may be liable to pay an additional tax of 10 2/3% on its “aggregate investment income” (as defined in the Tax Act) for the year, including interest and taxable capital gains. Such additional tax may be refundable in certain circumstances. Holders should consult their own tax advisers in this regard.

Interest received and capital gains realized by a Holder who is an individual (including certain trusts) may result in such Holder being liable for alternative minimum tax under the Tax Act. Such Holders should consult their own tax advisors in this regard.

PLAN OF DISTRIBUTION

Under an agreement dated April 15, 2025 between the Agents and the Company (the “Agency Agreement”), the Agents have agreed to act as agents of the Company to offer the Notes of each series for sale to the public on a best efforts basis, if, as and when issued by the Company, subject to compliance with all necessary legal requirements and in accordance with the terms and conditions of the Agency Agreement. The offering price of the Notes of each series was established by negotiation between the Company and the Agents. The Agents will receive a fee equal to \$7.50 for each \$1,000 principal amount of Series CAR Notes sold and a fee equal to \$7.50 for each \$1,000 principal amount of Series CAS Notes sold.

The obligations of the Agents under the Agency Agreement may be terminated in their discretion on the basis of their assessment of the state of the financial markets and also upon the occurrence of certain stated events. While the Agents have agreed to use their best efforts to sell the Notes of each series offered under this prospectus supplement, the Agents will not be obligated to purchase any Notes of any series which are not sold.

This Offering is being made in all the provinces of Canada. No sales will be effected in any province of Canada by any Agent not duly registered as a securities dealer under the laws of such province, other than sales effected pursuant to the exemptions from the registration requirements under the laws of such province.

The Notes of each series are offered subject to certain conditions, including the right of the Company to reject orders in whole or in part.

In connection with this Offering, the Agents may, subject to applicable laws, effect transactions that are intended to stabilize or maintain the market price of the Notes of each series at a level above that which might otherwise prevail in the open market. Such transactions, if commenced, may be discontinued at any time.

The Company and the Agents have agreed to indemnify each other against certain liabilities, including liabilities under Canadian provincial securities legislation. There is no public market for the Notes of any series and the Company does not intend to list the Notes of any series on any exchange.

Each of the Agents is an affiliate of a financial institution which is a lender to the Company under the TELUS Corporation Credit Facility. Each of the Agents, other than J.P. Morgan Securities Canada Inc. and ATB Securities Inc., is an affiliate of a financial institution which is a lender to TELUS International (Cda) Inc. under the TELUS International (Cda) Inc. Credit Facility. Additionally, TD Securities Inc. is the financial services agent of, and an affiliate of a financial institution which is a sponsor of and liquidity provider to the Receivables Trust. Consequently, the Company may be considered to be a connected issuer of each such Agent for purposes of securities legislation of the provinces of Canada.

As of December 31, 2024, no amounts were drawn on the TELUS Corporation Credit Facility and \$1.4 billion was utilized to backstop outstanding commercial paper. As of the date hereof, \$125 million was drawn on the TELUS Corporation Credit Facility and approximately \$1.4 billion was utilized to backstop outstanding commercial paper.

The TELUS International (Cda) Inc. Credit Facility consists of a US\$2 billion bank credit facility expiring on January 3, 2028. As of December 31, 2024, US\$1.3 billion was drawn on the TELUS International (Cda) Inc. Credit Facility. As at the date hereof, approximately US\$1.3 billion has been drawn on the TELUS International (Cda) Inc. Credit Facility.

The Receivables Trust is an arm's length securitization trust under which TELUS is currently able to borrow up to a maximum of \$1.6 billion, secured by certain trade receivables and unbilled customer finance receivables. As of December 31, 2024, \$0.9 billion was outstanding under the Receivables Trust. As of the date hereof, and before application of the proceeds of this Offering, approximately \$1.3 billion was outstanding under the Receivables Trust. Amounts drawn under the Receivables Trust have been used for general working capital requirements.

TELUS, together with its applicable subsidiary borrowers, are and have been in compliance with the terms of the TELUS Corporation Credit Facility, the TELUS International (Cda) Inc. Credit Facility, and the terms of the Receivables Trust. None of the lenders (other than TELUS, with respect to the TELUS International (Cda) Inc. Credit Facility) under the TELUS Corporation Credit Facility, the TELUS International (Cda) Inc. Credit Facility or the Receivables Trust were involved in the Company's decision to distribute the Notes offered hereby. The Agents negotiated the terms and conditions of this Offering and will not benefit in any manner from this Offering other than as described herein. The net proceeds will be used for the repayment of outstanding indebtedness, including the repayment of commercial paper (incurred for general working capital purposes), the reduction of cash amounts outstanding under the Receivables Trust (incurred for general working capital purposes), the repayment of TELUS Corporation Credit Facility amounts outstanding, and for other general corporate purposes. Certain affiliates of the Agents may also be holders of the Company's commercial paper and an Agent is a financial services agent of, and an affiliate of a financial institution which is a sponsor of and liquidity provider to, the Receivables Trust. In addition, each of the Agents is an affiliate of a financial institution which is a lender to the Company under the TELUS Corporation Credit Facility. As a result, one or more affiliates of the Agents may receive a portion of the net proceeds from this Offering in the form of the repayment of indebtedness. The proceeds of this Offering will not be applied for the benefit of the Agents or their affiliates, other than as described herein.

In addition, in the ordinary course of their business activities, the Agents and their 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. Such investments and securities activities may involve securities and/or instruments of the Company or its affiliates. If any of the Agents or their affiliates have a lending relationship with the Company, certain of those Agents or their affiliates routinely hedge, and certain other of those Agents or their affiliates may hedge, their credit exposure to the Company consistent with their customary risk management policies. Typically, these Agents and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in the Company's securities, including potentially the Notes offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the Notes offered hereby. The Agents and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Selling Restrictions – United States of America

This Offering is not being made in the United States. The Notes of each series have not been, nor will be, registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or any state securities laws and may not be offered or delivered, directly or indirectly, or sold in the United States. The Agents have agreed that they will not, directly or indirectly, offer, sell or deliver the Notes of any series within the United States, its territories and its possessions or to, or for the account or benefit of, a "U.S. person" (as defined in Regulation S under the U.S. Securities Act). This prospectus supplement does not constitute an offer to sell or a solicitation of an offer to buy any of the Notes of any series in the United States.

LEGAL MATTERS

Certain legal matters in connection with this Offering will be passed upon on behalf of the Company by Norton Rose Fulbright Canada LLP, the Company's Canadian counsel, and on behalf of the Agents by Osler, Hoskin

& Harcourt LLP, the Agents' Canadian counsel. The partners and associates of each of Norton Rose Fulbright Canada LLP and Osler, Hoskin & Harcourt LLP as a group each beneficially own, directly or indirectly, less than 1% of the outstanding securities of the Company.

AUDITORS, REGISTRAR AND TRANSFER AGENT

The auditor for the Company is Deloitte LLP, located at 410 West Georgia Street., Vancouver, British Columbia V6B 1Z3. Deloitte LLP is independent with respect to the Company within the meaning of the U.S. Securities Act of 1933, as amended and the applicable rules and regulations thereunder adopted by the Securities and Exchange Commission and the Public Company Accounting Oversight Board (United States) and within the meaning of the rules of professional conduct of the Chartered Professional Accountants of British Columbia.

Registers for the registration and transfer of the Notes of each series issued in registered form will be kept at the principal offices of the Canadian Trustee in the City of Calgary, Alberta.

PURCHASERS' STATUTORY RIGHTS

Securities legislation in certain of the provinces of Canada provides purchasers with the right to withdraw from an agreement to purchase securities. This right may be exercised within two business days after the later of (a) the date that the Company (i) filed this prospectus supplement or any amendment on SEDAR+, and (ii) issued and filed a news release on SEDAR+ announcing that the document is accessible through SEDAR+, and (b) the date that the purchaser or subscriber has entered into an agreement to purchase the securities or a contract to purchase or a subscription for the securities. In several of the provinces, the securities legislation further provides a purchaser with remedies for rescission or, in some jurisdictions, revisions of the price or damages if the prospectus and any amendment contains a misrepresentation or is not delivered to the purchaser, provided that the remedies for rescission, revisions of the price or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province for the particulars of these rights or consult with a legal advisor.

CERTIFICATE OF TELUS CORPORATION

Dated: April 15, 2025

The short form prospectus, together with the documents incorporated in the prospectus by reference, as supplemented by the foregoing, constitutes full, true and plain disclosure of all material facts relating to the securities offered by the prospectus and this supplement as required by the securities legislation of each of the provinces of Canada.

(signed) DARREN ENTWISTLE
President and Chief Executive Officer

(signed) DOUG FRENCH
Executive Vice-President and Chief Financial Officer

On behalf of the Board of Directors:

(signed) JOHN P. MANLEY
Director

(signed) DAVID L. MOWAT
Director

CERTIFICATE OF THE AGENTS

Dated: April 15, 2025

To the best of our knowledge, information and belief, the short form prospectus, together with the documents incorporated in the prospectus by reference, as supplemented by the foregoing, constitutes full, true and plain disclosure of all material facts relating to the securities offered by the prospectus and this supplement as required by the securities legislation of each of the provinces of Canada.

RBC DOMINION SECURITIES
INC.
(signed) Patrick MacDonald
Managing Director

SCOTIA CAPITAL INC.
(signed) Michal Cegielski
Managing Director & Head – Global
Debt Capital Markets

TD SECURITIES INC.
(signed) Abeed Ramji
Managing Director – Head,
Canadian Debt Capital Markets

BMO NESBITT BURNS INC.
(signed) Kris Somers
Managing Director

CIBC WORLD MARKETS INC.
(signed) Sean Gilbert
Managing Director

DESJARDINS SECURITIES INC.
(signed) Michael Giansante
Vice President & Director, Debt Capital
Markets

J.P. MORGAN SECURITIES
CANADA INC.
(signed) Adeel Kheraj
Executive Director

NATIONAL BANK FINANCIAL INC.
(signed) John Carrique
Managing Director

WELLS FARGO SECURITIES
CANADA, LTD.
(signed) Jamie McKeown
Executive Director

SMBC NIKKO SECURITIES
CANADA, LTD.
(signed) David Kee
Chief Executive Officer

ATB SECURITIES INC.
(signed) Andrew Becker
Managing Director

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

This short form base shelf prospectus has been filed under legislation in each of the provinces of Canada that permits certain information about these securities to be determined after this prospectus has become final and that permits the omission from this prospectus of that information. The legislation requires the delivery to purchasers of a prospectus supplement containing the omitted information within a specified period of time after agreeing to purchase any of these securities, except in cases where an exemption from such delivery requirements is available. This short form base shelf prospectus has been filed in reliance on an exemption from the preliminary base shelf prospectus requirement for a well-known seasoned issuer.

This short form base shelf prospectus constitutes a public offering of these securities only in those jurisdictions where they may be lawfully offered for sale and therein by persons permitted to sell such securities.

Information has been incorporated by reference in this short form base shelf prospectus from documents filed with securities commissions or similar authorities in Canada. Copies of documents incorporated by reference herein may be obtained on request without charge from the Executive Vice-President and Chief Legal and Governance Officer of TELUS at 510 W. Georgia St., 23rd Floor, Vancouver, British Columbia V6B 0M3 (telephone 604.695.6420) and are also available electronically on the System for Electronic Data Analysis and Retrieval+ of the Canadian Securities Administrators ("SEDAR+") at www.sedarplus.ca.

SHORT FORM BASE SHELF PROSPECTUS

New Issue

August 2, 2024



TELUS Corporation

**Debt Securities
Preferred Shares
Common Shares**

**Warrants to Purchase Equity Securities
Warrants to Purchase Debt Securities
Share Purchase Contracts
Share Purchase or Equity Units
Subscription Receipts**

TELUS Corporation ("TELUS" or the "Company") may offer and issue from time to time any bonds, debentures, notes or other evidences of indebtedness of any kind, nature or description (collectively, "Debt Securities"), preferred shares or common shares (collectively, the "Equity Securities"), warrants to purchase Equity Securities and warrants to purchase Debt Securities (collectively, the "Warrants"), Share Purchase Contracts (as defined under "Description of Share Purchase Contracts and Share Purchase or Equity Units" herein), Share Purchase or Equity Units (as defined under "Description of Share Purchase Contracts and Share Purchase or Equity Units" herein), and subscription receipts that entitle the holder to receive upon satisfaction of certain release conditions, and for no additional consideration, Debt Securities, Equity Securities, Warrants, Share Purchase Contracts or Share Purchase or Equity Units ("Subscription Receipts", and together with the Debt Securities, Equity Securities, Warrants, Share Purchase Contracts or Share Purchase or Equity Units, the "Securities") during the 25 month period that this short form base shelf prospectus (the "Prospectus"), including any amendments thereto, is valid. Securities may be offered separately or together, in amounts, at prices and on terms to be determined based on market conditions at the time of sale and set forth in an accompanying shelf prospectus supplement (a "Prospectus Supplement").

The specific terms of the Securities with respect to a particular offering will be set out in the applicable Prospectus Supplement and may include, where applicable (i) in the case of Debt Securities, the specific designation, aggregate principal amount, the currency or the currency unit for which the Debt Securities may be purchased, the maturity, interest provisions, authorized denominations, offering price, covenants, events of default, any terms for redemption or retraction, any exchange or conversion terms, whether the debt is senior or subordinated and any other terms specific to the Debt Securities being offered; (ii) in the case of common shares of TELUS ("Common Shares"), the number of Common Shares offered and the offering price; (iii) in the case of Equity Securities other than Common Shares, the designation of the particular class and series, the

number of shares offered, the issue price, dividend rate, if any, and any other terms specific to the Equity Securities being offered; (iv) in the case of Warrants, the designation, number and terms of the Equity Securities or Debt Securities purchasable upon exercise of the Warrants, any procedures that will result in the adjustment of these numbers, the exercise price, dates and periods of exercise, the currency in which the Warrants are issued and any other specific terms; (v) in the case of Share Purchase Contracts, the designation, number and terms of the Equity Securities to be purchased under the Share Purchase Contract, any procedures that will result in the adjustment of these numbers, the purchase price and purchase date or dates of the Equity Securities, any requirements of the purchaser to secure its obligations under the Share Purchase Contract and any other specific terms; (vi) in the case of Share Purchase or Equity Units, the terms of the component Share Purchase Contract and Debt Securities or third party obligations, any requirements of the purchaser to secure its obligations under the Share Purchase Contract by the Debt Securities or third party obligations and any other specific terms; and (vii) in the case of Subscription Receipts, the offering price (or the manner of determination thereof if offered on a non-fixed price basis), the procedures for the exchange of Subscription Receipts for Debt Securities, Equity Securities, Warrants, Share Purchase Contracts or Share Purchase or Equity Units, as the case may be, and any other specific terms thereof. Where required by statute, regulation or policy, and where Securities are offered in currencies other than Canadian dollars, appropriate disclosure of foreign exchange rates applicable to such Securities will be included in the Prospectus Supplement describing such Securities. The sale of Common Shares may be effected from time to time in one or more transactions at non-fixed prices pursuant to transactions that are deemed to be “at-the-market distributions” as defined in National Instrument 44-102 – *Shelf Distributions* (“NI 44-102”), including sales made directly on the Toronto Stock Exchange (the “TSX”) or the New York Stock Exchange (the “NYSE”) or other existing trading markets for the Common Shares, and as set forth in a Prospectus Supplement for such purpose. See “Plan of Distribution”.

As of the date hereof, the Company has determined that it qualifies as a ‘well-known seasoned issuer’, as such term is defined under the WKSII Blanket Orders (as defined below). See “Well-Known Seasoned Issuer”. All shelf information permitted under applicable securities legislation, including as permitted under the WKSII Blanket Orders, to be omitted from this Prospectus will be contained in one or more Prospectus Supplements that will be delivered to purchasers together with this Prospectus, except in cases where an exemption from such delivery requirement is available. Each Prospectus Supplement will be incorporated by reference into this Prospectus for the purposes of securities legislation as of the date of the Prospectus Supplement and only for the purposes of the distribution of the securities to which the Prospectus Supplement pertains.

Securities legislation in certain of the provinces of Canada provides purchasers with the right to withdraw or rescind from an agreement to purchase securities. See “Purchasers’ Statutory Rights” for information about a purchaser’s statutory rights in respect of a purchase of Securities under this Prospectus.

An investment in the Securities involves certain risks. See “Risk Factors”.

TELUS has filed an undertaking with the British Columbia Securities Commission that it will not distribute Securities that, at the time of distribution, are novel specified derivatives or asset-backed securities without pre-clearing with the applicable regulator the disclosure to be contained in the Prospectus Supplement pertaining to the distribution of such Securities.

For the purpose of calculating the Canadian dollar equivalent of the aggregate principal amount of Securities issued under this Prospectus from time to time, Securities denominated in or issued in, as applicable, a currency (the “Securities Currency”) other than Canadian dollars will be translated into Canadian dollars using the Bank of Canada daily exchange rate of Canadian dollars with the Securities Currency in effect as of 4:30 p.m. (Toronto time) on the business day before the issue of such Securities.

TELUS maintains its registered office at 510 W. Georgia St., 5th Floor, Vancouver, British Columbia V6B 0M3 and its executive office at 510 W. Georgia St., 23rd Floor, Vancouver, British Columbia V6B 0M3.

This offering is made by a Canadian issuer that is permitted, under a multijurisdictional disclosure system adopted by the United States, to prepare this Prospectus in accordance with the disclosure requirements of Canada. Prospective investors in the United States should be aware that such requirements are different from those of the United States. The financial statements included or incorporated herein have been prepared using International Financial Reporting Standards as issued by the International Accounting Standards Board. They may not be comparable to financial statements of United States companies.

Prospective investors should be aware that acquisition of the Securities described herein may have tax consequences both in the United States and in Canada. Such consequences for investors who are resident in, or citizens of, the United States may not be described fully herein. Prospective investors should read the tax disclosure in any applicable Prospectus Supplement and consult with their tax advisors.

The enforcement by investors of civil liabilities under the United States federal securities laws may be affected adversely by the fact that TELUS is incorporated or organized under the laws of the Province of British Columbia, that some or all of its officers and directors may be residents of Canada, that some or all of the underwriters or experts named in this Prospectus and/or in a Prospectus Supplement may be residents of Canada, and that all or a substantial portion of the assets of TELUS and said persons may be located outside the United States.

THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR HAS THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

This Prospectus constitutes a public offering of the Securities only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such Securities. The Company may offer and sell Securities to or through underwriters or dealers and also may offer and sell certain Securities directly to other purchasers or through agents. A Prospectus Supplement relating to each issue of Securities offered thereby will set forth the names of any underwriters, dealers or agents involved in the sale of such Securities and the compensation of any such underwriters, dealers or agents. The Common Shares are listed on the TSX under the symbol “T” and the NYSE under the symbol “TU”. Unless otherwise specified in the applicable Prospectus Supplement, Securities other than the Common Shares will not be listed on any securities exchange.

The offering of Securities hereunder is subject to approval of certain legal matters on behalf of TELUS by Norton Rose Fulbright Canada LLP and by Paul, Weiss, Rifkind, Wharton & Garrison LLP.

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Unless the context otherwise indicates, references in this Prospectus to “TELUS” or the “Company” are references to TELUS Corporation, its consolidated subsidiaries and predecessor companies.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents of the Company, each of which has been filed by the Company with the securities commissions or similar regulatory authorities in each of the provinces of Canada, are specifically incorporated by reference into, and form an integral part of, this Prospectus:

- (a) the annual information form of the Company dated February 9, 2024, for the year ended December 31, 2023;
- (b) the audited consolidated financial statements of the Company as at and for the years ended December 31, 2023 and 2022, together with the report of the independent registered public accounting firm thereon and the notes thereto;
- (c) Management’s Discussion and Analysis of financial results for the year ended December 31, 2023 (the “Annual MD&A”);
- (d) the unaudited condensed interim consolidated financial statements of the Company as at and for the three-month and six-month periods ended June 30, 2024 together with the notes thereto;
- (e) Management’s Discussion and Analysis of financial results for the three-month and six-month periods ended June 30, 2024 (the “Interim MD&A”); and
- (f) the information circular dated March 13, 2024, prepared in connection with the Company’s annual general meeting held on May 9, 2024.

Any documents of a type described in Item 11.1 of Form 44-101F1 – *Short Form Prospectus*, including the types referred to above, any material change reports (excluding confidential reports), and business acquisition reports filed by the Company pursuant to the requirements of securities legislation of any province of Canada, and any other disclosure document which the Company has filed pursuant to an undertaking to a securities regulatory authority of any province of Canada, in each case, after the date of this Prospectus and prior to the date on which this Prospectus ceases to be effective, shall be deemed to be incorporated by reference into this Prospectus. In addition, to the extent indicated in any Report on Form 6-K filed with the SEC or in any Report on Form 40-F filed with the United States Securities and Exchange Commission (the “SEC”), any information included therein shall be deemed to be incorporated by reference in this Prospectus.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purposes of this Prospectus 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 which it modifies or supersedes. The making of such 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 constitute a part of this Prospectus, except as so modified or superseded.

Except in cases where an exemption from such delivery requirements is available, a Prospectus Supplement containing the specific terms of an offering of Securities, updated disclosure of earnings coverage ratios, if applicable, and other information relating to the Securities, will be delivered to prospective purchasers of such Securities, together with this Prospectus and will be deemed to be incorporated by reference into this Prospectus as of the date of such Prospectus Supplement only for the purpose of the offering of the Securities covered by that Prospectus Supplement.

Upon the filing of a subsequent annual information form and the related annual financial statements by the Company with and, where required, accepted by, the applicable securities regulatory authorities during the currency of this Prospectus, the previous annual information form, the previous annual financial statements and all interim financial statements, and the accompanying Management's Discussion and Analysis, and material change reports filed prior to the commencement of the Company's financial year in which such subsequent annual information form is filed, and information circulars and business acquisition reports filed prior to the commencement of the Company's financial year in respect of which such subsequent annual information form is filed, shall be deemed no longer to be incorporated into this Prospectus for purposes of further offers and sales of Securities hereunder. Upon interim financial statements and the accompanying Management's Discussion and Analysis for subsequent interim periods being filed with the applicable securities regulatory authorities during the currency of this Prospectus, all interim financial statements and the accompanying Management's Discussion and Analysis filed prior to such subsequent interim financial statements will be deemed no longer to be incorporated into this Prospectus for purposes of further offers and sales of Securities hereunder. Upon the Company filing an information circular in connection with an annual general meeting, the information circular filed in connection with the previous annual general meeting (unless such information circular also related to a special meeting) will be deemed no longer to be incorporated into this Prospectus for purposes of further offers and sales of the Securities hereunder.

In addition to its continuous disclosure obligations under the securities laws of the provinces of Canada, TELUS is subject to the information requirements of the *United States Securities Exchange Act of 1934*, as amended, and in accordance therewith files reports and other information with the SEC. Under the multijurisdictional disclosure system adopted by the United States, such reports and other information may be prepared in accordance with the disclosure requirements of Canada, which requirements are different from those of the United States. Such reports and other information, when filed by TELUS in accordance with such requirements, are available to the public on the SEC's website at www.sec.gov. The Common Shares are listed on the NYSE.

Prospective investors should rely only on the information contained in or incorporated by reference in this Prospectus or any applicable Prospectus Supplement. The Company has not authorized anyone to provide prospective investors with different or additional information. The Company is not making an offer of the Securities in any jurisdiction where the offer is not permitted by law. Prospective investors should not assume that the information contained in or incorporated by reference in this Prospectus or any applicable Prospectus Supplement is accurate as of any date other than the date on the front of this Prospectus or the applicable Prospectus Supplement.

Any "template version" of any "marketing materials" (as such terms are defined in National Instrument 41-101 – *General Prospectus Requirements*) filed after the date of a Prospectus Supplement and before the termination of the distribution of the Securities offered pursuant to such Prospectus Supplement (together with this Prospectus) is deemed to be incorporated by reference in such Prospectus Supplement.

REFERENCE TO CURRENCY

Unless the context otherwise requires, all references herein to dollar amounts are references to Canadian dollars. For Securities issued in other than Canadian currency, potential purchasers should be aware that foreign exchange fluctuations are likely to occur from time to time and that the Company does not make any representation with respect to currency values from time to time. Investors should consult their own advisors with respect to the potential risk of currency fluctuations.

FORWARD-LOOKING STATEMENTS

This Prospectus, together with the documents incorporated by reference herein and therein, contain forward-looking statements about expected events and the financial and operating performance of TELUS.

Forward-looking statements include any statements that do not refer to historical facts. They include, but are not limited to, statements relating to the Company's objectives and its strategies to achieve those objectives, its expectations regarding trends in the telecommunications industry (including demand for data and ongoing subscriber base growth), and the Company's financing plans (including its multi-year dividend growth program). Forward-looking statements are typically identified by the words "assumption", "goal", "guidance", "objective", "outlook", "strategy", "target" and other similar expressions, or future or conditional verbs such as "aim", "anticipate", "believe", "could", "expect", "intend", "may", "plan", "predict", "seek", "should", "strive" and "will". These statements are made pursuant to the "safe harbour" provisions of applicable securities laws in Canada and the United States *Private Securities Litigation Reform Act of 1995*.

By their nature, forward-looking statements are subject to inherent risks and uncertainties and are based on assumptions, including assumptions about future economic conditions and courses of action. These assumptions may ultimately prove to have been inaccurate and, as a result, the Company's actual results or other events may differ materially from expectations expressed in or implied by the forward-looking statements.

The risks and assumptions underlying the Company's forward-looking statements are described in additional detail in Section 9 *General trends, outlook and assumptions, and regulatory developments and proceedings*, and Section 10 *Risks and risk management* in the Company's Annual MD&A and updated in the Company's Interim MD&A. Those descriptions are incorporated by reference into this Prospectus, but are not intended to be a complete list of the risks that could affect the Company, or of the Company's assumptions.

Risks and uncertainties that could cause actual performance or other events to differ materially from the forward-looking statements made herein and in other TELUS filings incorporated by reference herein include, but are not limited to, the following:

- Regulatory matters. The Company operates in a number of highly regulated industries and is therefore subject to a wide variety of laws and regulations domestically and internationally. Policies and practices of elected officials and regulatory decisions, reviews and government activity may have strategic, operational and/or financial implications (including on revenue and free cash flow). Risks and uncertainties include: potential changes to the Company's regulatory regime or the outcomes of proceedings, cases or inquiries relating to its application, including but not limited to those set out in Section 9.1 *Communications industry regulatory developments and proceedings* in the Company's Interim MD&A; the Company's ability to comply with complex and changing regulation of the healthcare, virtual care and medical devices industries in the jurisdictions in which the Company operates, including as an operator of health clinics; and the Company's ability to comply with, or facilitate its clients' compliance with, numerous, complex and sometimes conflicting legal regimes, both domestically and internationally.
- Competitive environment. Competitor expansion, activity and intensity (pricing, including discounting, bundling), as well as non-traditional competition, disruptive technology and disintermediation, may alter the nature of the markets in which it competes and impact the Company's market share and financial results (including revenue and free cash flow). TELUS Digital Experience (formerly TELUS International), TELUS Health and TELUS Agriculture & Consumer Goods face intense competition in different markets.
- Technology. Consumer adoption of alternative technologies and changing customer expectations have the potential to impact the Company's revenue streams and customer churn rates. Risks and uncertainties include: a declining overall market for TV services; disruptive technologies, including software-defined networks in the business market, that may displace or cause the Company to reprice its existing data services, and self-installed technology solutions; any failure to innovate, maintain technological advantages or respond effectively and in a timely manner to changes in technology; the roll-out, anticipated benefits and efficiencies, and ongoing evolution of wireless broadband technologies and systems; the Company's reliance on wireless network access agreements, which have facilitated the Company's deployment of mobile technologies; the Company's choice of suppliers and those suppliers' ability to maintain and service their product lines, which could affect the success of upgrades to, and evolution of, technology that it offers; supplier limitations and concentration and market power for products such as network equipment, TELUS TV and mobile handsets; the Company's expected long-term need to acquire additional spectrum capacity through future spectrum auctions and from third parties to address increasing demand for data, and its ability to utilize spectrum it acquires; deployment and operation of new fixed broadband network technologies at a reasonable cost and the

availability and success of new products and services to be rolled out using such network technologies; and the Company's deployment of self-learning tools and automation, which may change the way the Company interacts with customers.

- Security and data protection. The Company's ability to detect and identify potential threats and vulnerabilities depends on the effectiveness of its security controls in protecting its infrastructure and operating environment, and its timeliness in responding to attacks and recovering business operations. A successful attack may impede the operations of the Company's network or lead to the unauthorized interception, destruction, use or dissemination of customer, team member or business information.
- Generative AI ("GenAI"). GenAI exposes the Company to numerous risks including risks related to the responsible use of AI, data privacy and cybersecurity, and the possibility that the Company's use of AI may produce inaccurate or inappropriate content or create negative perceptions among companies and regulators that could affect demand for its services.
- Climate and the environment. Natural disasters, pandemics, disruptive events and climate change may impact the Company's operations, customer satisfaction and team member experience.

The Company's goals to achieve carbon neutrality and reduce its greenhouse gas ("GHG") emissions in its operations are subject to its ability to identify, procure and implement solutions to reduce energy consumption and adopt cleaner sources of energy, its ability to identify and make suitable investments in renewable energy, including in the form of virtual power purchase agreements, and the Company's ability to continue to realize significant absolute reductions in energy use and the resulting GHG emissions in its operations.

- Operational performance and business combination. Investments and acquisitions present opportunities to expand the Company's operational scope, but may expose it to new risks. The Company may be unsuccessful in gaining market traction/share and realizing benefits, and integration efforts may divert resources from other priorities. Risks include: the Company's reliance on third-party cloud-based computing services to deliver its IT services; and economic, political and other risks associated with doing business globally (including war and other geopolitical developments).
- The Company's systems and processes. Systems and technology innovation, maintenance and management may impact the Company's IT systems and network reliability, as well as its operating costs. Risks and uncertainties include: the Company's ability to maintain customer service and operate its network in the event of human error or human-caused threats, such as cyberattacks and equipment failures that could cause various degrees of network outages; technical disruptions and infrastructure breakdowns; delays and rising costs, including as a result of government restrictions or trade actions; and the completeness and effectiveness of business continuity and disaster recovery plans and responses.
- The Company's team. The rapidly evolving and highly competitive nature of the Company's markets and operating environment, along with the globalization and evolving demographic profile of its workforce, and the effectiveness of its internal training, development, succession and health and well-being programs, may impact the Company's ability to attract, develop and retain team members with the skills required to meet the changing needs of its customers and its business. There may be greater physical and mental health challenges faced by team members (and their families) as a result of the pandemic and its aftermath, and the effect of other significant change initiatives at the organization may result in the loss of key team members through short-term and long-term disability.
- Suppliers. The Company may be impacted by supply chain disruptions and lack of resiliency in relation to global or local events. Dependence on a single supplier for products, components, service delivery or support may impact the Company's ability to efficiently meet constantly changing and rising customer expectations while maintaining quality of service.
- Real estate matters. Real estate investments are exposed to possible financing risks and uncertainty related to future demand, occupancy and rental rates, especially following the pandemic. Future real estate developments may not be completed on budget or on time and may not obtain lease commitments as planned.
- Financing, debt and dividends. The Company's ability to access funding at optimal pricing may be impacted by general market conditions and changing assessments in the fixed-income and capital markets regarding its ability to generate sufficient future cash flow to service its debt. The Company's current intention to pay dividends to shareholders could

constrain its ability to invest in its operations to support future growth. Risks and uncertainties include: the Company's ability to use equity as consideration in business acquisitions is impacted by stock market valuations of TELUS Common Shares and TELUS International (Cda) Inc.'s Subordinate Voting Shares ("TI Subordinate Voting Shares"); the Company's capital expenditure levels and potential outlays for spectrum licences in auctions or purchases from third parties affect and are affected by: the Company's broadband initiatives; the Company's ongoing deployment of newer mobile technologies; investments in network technology required to comply with laws and regulations relating to the security of cyber systems, including bans on the products and services of certain vendors; investments in network resiliency and reliability; the allocation of resources to acquisitions and future spectrum auctions held by Innovation, Science and Economic Development Canada (ISED). The Company's capital expenditure levels could be impacted if it does not achieve its targeted operational and financial results or if there are changes to its regulatory environment; and lower than planned free cash flow could constrain the Company's ability to invest in operations, reduce leverage or return capital to shareholders. Quarterly dividend decisions made by the Company's Board of Directors based on the Company's financial position and outlook. There can be no assurance that the Company's dividend growth program will be maintained through 2025 or renewed.

Factors that may affect the financial performance of TELUS Digital Experience are described in TELUS International (Cda) Inc.'s public filings available on SEDAR+ and EDGAR. TELUS Digital Experience may choose to publicize targets or provide other guidance regarding its business and it may not achieve such targets. Failure to meet these targets could affect the Company's ability to achieve targets for the organization as a whole and could result in a decline in the trading price of the TI Subordinate Voting Shares or the Company's Common Shares or both.

- Tax matters. Complexity of domestic and foreign tax laws, regulations and reporting requirements applying to the Company and its international operating subsidiaries may impact financial results. International acquisitions and expansion of operations heighten the Company's exposure to multiple forms of taxation.
- The economy. Changing global economic conditions, including a potential recession and alternating expectations about inflation, as well as the Company's effectiveness in monitoring and revising growth assumptions and contingency plans, may impact the achievement of its corporate objectives, its financial results (including free cash flow), and its defined benefit pension plans.
- Litigation and legal matters. Complexity of, and compliance with, laws, regulations, commitments and expectations may have a financial and reputational impact. Risks include: the Company's ability to defend against existing and potential claims or to negotiate and exercise indemnity rights or other protections in respect of such claims; and the complexity of legal compliance in domestic and foreign jurisdictions, including compliance with competition, anti-bribery and foreign corrupt practices laws.

These risks are described in additional detail in the Company's Annual MD&A and the Interim MD&A. Those descriptions are incorporated by reference in this cautionary statement but are not intended to be a complete list of the risks that could affect the Company.

Additional risks and uncertainties that are not currently known to the Company or that it currently deems to be immaterial may also have a material adverse effect on its financial position, financial performance, cash flows, business or reputation. Except as otherwise indicated in this Prospectus and the documents incorporated by reference herein, the forward-looking statements made herein do not reflect the potential impact of any non-recurring or special items or any mergers, acquisitions, dispositions or other business combinations or transactions that may be announced or that may occur after the date of this document.

Readers are cautioned not to place undue reliance on forward-looking statements. Forward-looking statements in this document describe the Company's expectations and are based on its assumptions as at the date hereof and are subject to change after this date. The Company disclaims any intention or obligation to update or revise any forward-looking statements except as required by law.

This cautionary statement qualifies all of the forward-looking statements in this Prospectus including the documents incorporated by reference.

TELUS CORPORATION

TELUS was incorporated under the *Company Act* (British Columbia) (the "BC Company Act") on October 26, 1998 under the name BCT.TELUS Communications Inc. ("BCT"). On January 31, 1999, pursuant to a court-approved plan of

arrangement under the *Canada Business Corporations Act* among BCT, BC TELECOM Inc. (“BC TELECOM”) and the former Alberta-based TELUS Corporation (“TC”), BCT acquired all of the shares of BC TELECOM and TC in exchange for common shares and non-voting shares of BCT, and BC TELECOM was dissolved. On May 3, 2000, BCT changed its name to TELUS Corporation and in February 2005, the Company transitioned under the *Business Corporations Act* (British Columbia), successor to the BC Company Act. On February 4, 2013, in accordance with the terms of a court-approved plan of arrangement under the *Business Corporations Act* (British Columbia), TELUS exchanged all of its issued and outstanding non-voting shares (the “Non-Voting Shares”) into Common Shares on a one-for-one basis. On April 16, 2013, TELUS subdivided its Common Shares on a two-for-one basis. On May 9, 2013, TELUS amended its Articles and Notice of Articles to eliminate the Non-Voting Shares from the authorized share structure of the Company, increase the maximum number of authorized Common Shares from 1,000,000,000 to 2,000,000,000, and incorporate certain “housekeeping” or administrative amendments. On February 13, 2020, TELUS announced that its Board of Directors approved a two-for-one subdivision of the outstanding Common Shares. On March 17, 2020, TELUS shareholders received one additional Common Share for each Common Share owned on the record date of March 13, 2020. On January 1, 2024, TELUS amalgamated with one of its wholly-owned subsidiaries, TELUS Holdings 2023 Inc. under the *Business Corporations Act* (British Columbia), with the successor entity being named TELUS Corporation. TELUS maintains its registered office at 510 W. Georgia St., 5th Floor, Vancouver, British Columbia V6B 0M3 and its executive office at 510 W. Georgia St., 23rd Floor, Vancouver, British Columbia V6B 0M3.

TELUS (TSX: T, NYSE: TU) is a dynamic, world-leading communications technology company with more than \$20 billion in annual revenue and over 19 million customer connections spanning wireless, data, intellectual property, voice, television, entertainment, video, and security. The Company’s social purpose is to leverage its global-leading technology and compassion to drive social change and enable remarkable human outcomes. TELUS’ longstanding commitment to putting its customers first fuels every aspect of its business, making it a distinct leader in customer service excellence and loyalty. The numerous, sustained accolades TELUS has earned over the years from independent, industry-leading network insight firms showcase the strength and speed of its global-leading networks, reinforcing its commitment to provide Canadians with access to superior technology that connects TELUS to the people, resources and information that make lives better.

Operating in 32 countries around the world, TELUS International (Cda) Inc. (doing business as TELUS Digital Experience) (TSX and NYSE: TIXT) is a leading digital customer experience innovator that designs, builds, and delivers next-generation solutions, including artificial intelligence (“AI”) and content moderation, for global and disruptive brands across strategic industry verticals, including tech and games, communications and media, eCommerce and fintech, banking, financial services and insurance, healthcare, and others.

TELUS Health is a global healthcare leader, which provides employee and family primary and preventive healthcare and wellbeing solutions. The TELUS team, along with our 100,000 health professionals, are leveraging the combination of TELUS’ strong digital and data analytics capabilities with our unsurpassed client service to dramatically improve remedial, preventive and mental health outcomes covering over 75 million lives, and growing, around the world. As the largest provider of digital solutions and digital insights of its kind, TELUS Agriculture & Consumer Goods enables efficient and sustainable production from seed to store, helping improve the safety and quality of food and other goods in a way that is traceable to end consumers.

USE OF PROCEEDS

Except as may otherwise be set forth in a Prospectus Supplement, the net proceeds to be received by the Company from the issue and sale from time to time of Securities will be added to the general funds of the Company to be used to repay existing indebtedness of TELUS, to fund capital expenditures and for other general corporate purposes. Each Prospectus Supplement will contain specific information concerning the use of proceeds from that sale of Securities.

EARNINGS COVERAGE RATIOS

The following consolidated earnings coverage ratios have been calculated for the 12-month periods ended December 31, 2023 and June 30, 2024. The earnings coverage ratios refer to the ratios of (i) consolidated net income attributable to holders of Common Shares before borrowing costs and income taxes, and (ii) borrowing costs.

For the 12-month periods ended December 31, 2023 and June 30, 2024, the Company’s consolidated net income attributable to holders of Common Shares before borrowing costs and income taxes was \$2,243 million and \$2,248 million, respectively. Borrowing costs for the 12-month periods were \$1,183 million and \$1,263 million, respectively. The earnings coverage ratios for the 12-month periods ended December 31, 2023 and June 30, 2024 give pro forma effect to all issuances, repayments and redemptions of long-term debt of the Company since such dates, as if it had occurred at the beginning of such 12-month period. The earnings coverage ratios set out below do not purport to be indicative of earnings coverage ratios for any future periods.

12-month period ended	December 31, 2023	June 30, 2024
Earnings coverage ratios	1.8 times	1.8 times

PRIOR SALES

Pursuant to the Company's various employee share option plans, during the 12-month period before the date of this Prospectus, the Company issued: (i) 2,839,267 Common Shares from the vesting of Restricted Share Units at a weighted average price of \$26.78 per share; (ii) 374,585 Common Shares from the vesting of Performance Share Units at a weighted average price of \$27.81 per share; (iii) 19,878 Common Shares from the exercise of Share Options at a weighted average price of \$21.29 per share; and (iv) 613,671 Common Shares in connection with the redemption of Deferred Share Units at a weighted average price of \$23.74 per share.

During the 12-month period before the date of this prospectus, the Company also issued: (i) 908,426 Common Shares in connection with the Company's acquisition of Badal.IO Inc. at a weighted average price of \$25.32 per share; (ii) 291,817 Common Shares in connection with the Company's acquisition of Les Solutions Vumetric Inc./Vumetric Solutions Inc. at a weighted average price of \$23.99 per share; and (iii) 32,207,349 Common Shares in connection with the Company's Dividend Reinvestment and Share Purchase Plan (DRIP) at a weighted average price of \$21.65 per share.

On September 8, 2023, the Company issued: (i) \$850 million aggregate principal amount of 5.75% Sustainability-Linked Notes due September 8, 2033 (the "5.75% Sustainability-Linked Notes"); (ii) \$400 million aggregate principal amount of 5.95% Notes due September 8, 2053 (the "5.95% Notes"); and (iii) \$500 million aggregate principal amount of 5.60% Notes due September 9, 2030 (the "5.60% Notes"). The 5.75% Sustainability-Linked Notes are "Sustainability-Linked Bonds" as described in the prospectus supplement dated September 5, 2023 relating to each of the 5.75% Sustainability-Linked Notes, 5.95% Notes and 5.60% Notes.

On February 15, 2024, the Company issued: (i) \$500 million aggregate principal amount of 5.10% Sustainability-Linked Notes due February 15, 2034 (the "5.10% Sustainability-Linked Notes"); (ii) \$700 million aggregate principal amount of 4.80% Notes due December 15, 2028 (the "4.80% Notes"); and (iii) \$600 million aggregate principal amount of 4.95% Notes due February 18, 2031 (the "4.95% Notes"). The 5.10% Sustainability-Linked Notes are "Sustainability-Linked Bonds" as described in the prospectus supplement dated February 12, 2024 relating to each of the 5.10% Sustainability-Linked Notes, 4.80% Notes and 4.95% Notes.

MARKET PRICE AND TRADING VOLUME

The Common Shares are listed for trading on the TSX under the symbol "T" and the NYSE under the symbol "TU". The following table sets forth the reported high and low closing sale prices and the aggregate volume of trading of the Common Shares on the TSX during the 12 months preceding the date of this Prospectus.

	Price Range		Volume
	High	Low	
	(\$)	(\$)	
2024			
August 1	22.73	22.16	3,588,827
July	22.41	20.04	58,265,106
June	22.97	20.67	86,230,778
May	22.75	21.84	72,594,483
April	22.42	21.12	69,981,528
March	23.97	21.31	68,162,340
February	24.47	22.83	64,484,858
January	24.92	23.31	50,342,027
2023			
December	25.94	23.19	64,997,918
November	24.62	22.42	48,190,657
October	23.07	21.16	48,247,652
September	24.04	21.81	56,305,417

	Price Range		Volume
	High	Low	
	(\$)	(\$)	
August 2-31	24.18	22.28	56,464,198

DESCRIPTION OF DEBT SECURITIES

The following description of the terms of Debt Securities sets forth certain general terms and provisions of Debt Securities in respect of which a Prospectus Supplement may be filed. The particular terms and provisions of Debt Securities offered by any Prospectus Supplement will be described in any Prospectus Supplement filed in respect of such Debt Securities.

Debt Securities may be issued under an indenture dated May 22, 2001 (the “Canadian Trust Indenture”) between the Company and Montreal Trust Company of Canada (now Computershare Trust Company of Canada), as trustee (the “Canadian Trustee”), as supplemented by supplemental indentures applicable to specific Debt Securities (together with the Canadian Trust Indenture, the “Canadian Indenture”) or under an indenture dated September 19, 2016 (the “U.S. Trust Indenture”) between the Company, the Canadian Trustee and Computershare Trust Company, N.A., as U.S. trustee (the “U.S. Trustee” and together with the Canadian Trustee, the “Trustees”) as supplemented by supplemental indentures applicable to specific Debt Securities (together with the U.S. Trust Indenture, the “U.S. Indenture”). The following summary of certain provisions of the Canadian Indenture and the U.S. Indenture (together, the “Trust Indentures”) does not purport to be complete and is qualified in its entirety by reference to the applicable Trust Indenture and any applicable supplemental indentures. All capitalized terms are as defined in the applicable Trust Indenture (unless otherwise defined herein).

General

The Trust Indentures provide that Debt Securities may be issued thereunder from time to time in one or more series. Specific terms and conditions which apply to such series will be set out in a supplement to the applicable Trust Indenture, and any supplement in respect of a series of Debt Securities may modify, limit or otherwise remove any terms, covenants, restrictions and/or conditions set forth in the Canadian Trust Indenture or U.S. Trust Indenture, as applicable. The Debt Securities will be direct, unconditional and, unless otherwise indicated in the relevant Prospectus Supplement, unsecured obligations of the Company. As of June 30, 2024, \$16.875 billion principal amount of Debt Securities are outstanding under the Canadian Trust Indenture and US\$3.250 billion principal amount of Debt Securities are outstanding under the U.S. Trust Indenture.

With respect to Debt Securities issued under the Canadian Trust Indenture, the Prospectus Supplement relating to the particular Debt Securities offered thereby will describe the terms of such Debt Securities, including, where applicable:

- (i) the designation, aggregate principal amount and denominations of such Debt Securities;
- (ii) the price at which such Debt Securities will be issued or whether such Debt Securities will be issued on a non-fixed price basis;
- (iii) the date or dates on which such Debt Securities will mature and the portion (if less than all of the principal amount) of such Debt Securities to be payable upon declaration of an acceleration of maturity;
- (iv) the currency or currencies in which such Debt Securities are being sold and in which the principal of (and premium, if any), and interest, if any, on, such Debt Securities will be payable, whether the holder of any such Debt Securities or the Company may elect the currency in which payments thereon are to be made and, if so, the manner of such election;
- (v) whether the Debt Securities of such series are interest bearing and, in the case of interest bearing Debt Securities, the rate or rates (which may be fixed or variable) per annum at which such Debt Securities will bear interest, if any;
- (vi) the date from which interest on such Debt Securities, whether payable in cash, in kind, or in shares, will accrue, the date or dates on which such interest will be payable and the date on which payment of such interest will commence;
- (vii) the dates on which and the price or prices at which such Debt Securities will, pursuant to any required repayment provisions, or may, pursuant to any repurchase or redemption provisions, be repurchased,

- redeemed or repaid and the other terms and provisions of any such optional repurchase or redemption or required repayment;
- (viii) any special provisions for the payment of additional interest with respect to such Debt Securities;
 - (ix) the general terms or provisions, if any, pursuant to which such Debt Securities are to be guaranteed or secured;
 - (x) any exchange on which Debt Securities of a series will be listed;
 - (xi) terms for any conversion or exchange into other securities;
 - (xii) subordination terms, if any, of the Debt Securities of such series;
 - (xiii) any special tax implications of or any special tax provision, or indemnities relating to Debt Securities of such series; and
 - (xiv) any other terms of the Debt Securities of such series, including covenants and events of default which apply solely to a particular series of the Debt Securities being offered which do not apply generally to other Debt Securities, or any covenants or events of default generally applicable to the Debt Securities of such series which do not apply to a particular series of the Debt Securities.

With respect to Debt Securities issued under the U.S. Trust Indenture, the Prospectus Supplement relating to the particular Debt Securities offered thereby will describe the terms of such Debt Securities, including, where applicable:

- (i) the specific designation and the aggregate principal amount of the Debt Securities of such series;
- (ii) the extent and manner, if any, to which payment on or in respect of the Debt Securities of such series will be senior or will be subordinated to the prior payment of the Company's other liabilities and obligations;
- (iii) the percentage or percentages of principal amount at which the Debt Securities of such series will be issued;
- (iv) the date or dates on which the principal of (and premium, if any, on) the Debt Securities of such series will be payable and the portion (if less than the principal amount) of the Debt Securities of such series to be payable upon a declaration of acceleration of maturity and/or the method by which such date or dates shall be determined or extended;
- (v) the rate or rates (whether fixed or variable) at which the Debt Securities of such series will bear interest, if any, and the date or dates from which such interest will accrue;
- (vi) the dates on which any interest will be payable and the regular record dates for the payment of interest on the Debt Securities of such series in registered form;
- (vii) the place or places where the principal of (and premium, if any, and interest, if any, on) the Debt Securities will be payable, and each office or agency where the Debt Securities of such series may be presented for registration of transfer or exchange;
- (viii) if other than U.S. dollars, the currency in which the Debt Securities of such series are denominated or in which currency payment of the principal of (and premium, if any, and interest, if any, on) such Debt Securities of such series will be payable;
- (ix) whether the Debt Securities of such series will be issuable in the form of one or more global securities and, if so, the identity of the depositary for the global securities;
- (x) any mandatory or optional redemption or sinking fund provisions;
- (xi) the period or periods, if any, within which, the price or prices at which, the currency in which and the terms and conditions upon which the Debt Securities of such series may be redeemed or purchased by the Company;
- (xii) the terms and conditions, if any, upon which holders may redeem the Debt Securities of such series prior to maturity and the price or prices at which and the currency in which the Debt Securities of such series are payable;

- (xiii) any index used to determine the amount of payments of principal of (and premium, if any, or interest, if any, on) the Debt Securities of such series;
- (xiv) the terms, if any, on which the Debt Securities may be converted or exchanged for other of the Company's Debt Securities or Debt Securities of other entities;
- (xv) any other terms of the Debt Securities of such series, including covenants and events of default which apply solely to a particular series of the Debt Securities being offered which do not apply generally to other Debt Securities, or any covenants or events of default generally applicable to the Debt Securities of such series which do not apply to a particular series of the Debt Securities;
- (xvi) if other than The Depository Trust Company, the person designated as the depository for the Debt Securities of such series;
- (xvii) any applicable material Canadian and U.S. federal income tax consequences;
- (xviii) whether and under what circumstances the Company will pay Additional Amounts (defined below under "Additional Amounts") on the Debt Securities of such series in respect of certain taxes (and the terms of any such payment) and, if so, whether the Company will have the option to redeem the Debt Securities of such series rather than pay the Additional Amounts (and the terms of any such option);
- (xix) whether the payment of the Debt Securities will be guaranteed by any other person; and
- (xx) if other than denominations of US\$2,000 and any integral multiple of US\$1,000 in excess thereof, the denominations in which any securities of the series shall be issuable.

Unless otherwise indicated in the applicable Prospectus Supplement, the U.S. Trust Indenture does not afford holders of the Debt Securities the right to tender such Debt Securities to the Company in the event that the Company has a change in control.

Debt Securities issued under the U.S. Trust Indenture may be issued bearing no interest or at a discount below their stated principal amount. The Canadian and U.S. federal income tax consequences and other special considerations applicable to any such discounted Debt Securities or other Debt Securities offered and sold at par which are treated as having been issued at a discount for Canadian and/or U.S. federal income tax purposes will be described in the Prospectus Supplement relating to the Debt Securities.

Payment

Payment of principal of (and premium, if any on) Debt Securities will be made in the designated currency against surrender of such Debt Securities at the place or places specified in the applicable Prospectus Supplement. Payment of any instalment of interest on Debt Securities will be made to the Person (as defined under "– Certain Definitions" below) in whose name such Debt Security is registered at the close of business on the record date for such interest and may be made by electronic funds transfer.

Additional Amounts

All payments made by the Company under or with respect to the Debt Securities of each series issued under the U.S. Trust Indenture will be made free and clear of and without withholding or deduction for or on account of any present or future tax, duty, levy, impost, assessment or other governmental charge imposed or levied by or on behalf of the Government of Canada or of any province or territory thereof or therein or by any authority or agency thereof or therein having power to tax (collectively, "Taxes") unless the Company is required to withhold or deduct Taxes by law or by the interpretation or administration thereof by the relevant government authority or agency. For each series of Debt Securities, if the Company is so required to withhold or deduct any amount for or on account of Taxes from any payment made under or with respect to such series of Debt Securities, the Company will pay such additional amounts ("Additional Amounts") as may be necessary so that the net amount received by each applicable holder or beneficial owner of Debt Securities (including Additional Amounts) after such withholding or deduction will not be less than the amount the applicable holder or beneficial owner would have received if such Taxes had not been withheld or deducted; provided that no Additional Amounts will be payable with respect to:

- any payment to a holder or beneficial owner of Debt Securities who is liable for such Taxes in respect of such Debt Security (i) by reason of such holder of Debt Securities or beneficial owner being a person with whom the Company

is not dealing at arm's length for the purposes of the *Income Tax Act* (Canada) (the "Tax Act"); or (ii) by reason of the existence of any present or former connection between such holder of Debt Securities or beneficial owner (or between a fiduciary, settlor, beneficiary, member or shareholder of, or possessor of power over, such holder of Debt Securities or beneficial owner, if such holder of Debt Securities or beneficial owner is an estate, trust, partnership, limited liability company or corporation) and Canada or any province or territory thereof or therein or agency thereof or therein other than the mere acquisition, holding, use or ownership or deemed holding, use or ownership, or receiving payments or enforcing any rights in respect of such Debt Security as a non-resident or deemed non-resident of Canada or any province or territory thereof or therein or agency thereof or therein;

- any payment to a holder or beneficial owner of Debt Securities in respect of whom such Tax is required to be withheld or deducted by reason of the holder or beneficial owner being a person (i) who is, or does not deal at arm's length with any person who is, a "specified shareholder" (as defined in subsection 18(5) of the Tax Act) of the Company; or (ii) who is an entity in respect of which the Company is a "specified entity" (as defined in subsection 18.4(1) of the Tax Act);
- any Debt Security presented for payment more than 30 days after the later of (i) the date on which such payment first becomes due; or (ii) if the full amount of the monies payable has not been paid to the holders of Debt Securities on or prior to such date, the date on which the full amount of such monies has been paid to the holders of Debt Securities, except to the extent that the holder thereof would have been entitled to such Additional Amounts on presenting the same for payment on the last day of such period of 30 days;
- any estate, inheritance, gift, sales, transfer, excise or personal property tax or any similar tax;
- any Taxes imposed as a result of the failure of a holder or beneficial owner of Debt Securities to comply with certification, identification, declaration or similar reporting requirements concerning the nationality, residence, identity or connection with Canada or any province or territory thereof or therein or agency thereof or therein of the holder or beneficial owner of such Debt Security, if such compliance is required by statute or by regulation, as a precondition to the reduction of, or exemption from, such Taxes;
- any Taxes which are payable otherwise than by withholding or deduction from any payment made under or with respect to the Debt Securities; or
- any combination of the above items,

nor will such Additional Amounts be paid with respect to any payment on any Debt Security to a holder or beneficial owner of Debt Securities who is a fiduciary or partnership or other than the sole beneficial owner of such Debt Security to the extent that a beneficiary or settlor with respect to such fiduciary, or a member of such partnership or a beneficial owner thereof would not have been entitled to receive a payment of such Additional Amounts had such beneficiary, settlor, member or beneficial owner received directly its beneficial or distributive share of such payment.

Where Tax is payable pursuant to Section 803 of the Income Tax Regulations by a holder or beneficial owner of Debt Securities in respect of any amount payable under the Debt Securities to the holder of Debt Securities (other than by reason of a transfer of the Debt Securities to a person resident in Canada with whom the transferor does not deal at arm's length for the purposes of the Tax Act), but no Additional Amount is paid in respect of such Tax, the Company will pay to the holder of Debt Securities an amount equal to such Tax within 45 days after receiving from the holder of Debt Securities a notice containing reasonable particulars of the Tax so payable, provided such holder or beneficial owner of Debt Securities would have been entitled to receive Additional Amounts on account of such Tax but for the fact that it is payable otherwise than by deduction or withholding from payments made under or with respect to the Debt Securities.

Whenever in the U.S. Trust Indenture or in any Debt Security there is mention, in any context, of the payment of principal of, or premium, interest or any other amount on any Debt Security, such mention shall be deemed to include mention of the payment of Additional Amounts to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

The obligation to pay Additional Amounts will survive any termination or discharge of the U.S. Trust Indenture or the redemption, repayment or purchase of the Debt Securities.

Tax Redemption

The Debt Securities of each series issued under the U.S. Trust Indenture may be redeemed, in whole, but not in part, at the option of the Company at any time, on not fewer than 30 nor more than 60 days' prior written notice, at 100% of the outstanding principal amount, together with accrued and unpaid interest thereon to the redemption date, in the event the Company delivers to the Trustees an opinion of independent Canadian tax counsel experienced in such matters to the effect that the Company has become or would become obligated to pay, on the next date on which any amount would be payable with respect to the applicable series of outstanding Debt Securities any Additional Amounts (as defined herein) as a result of a change in the laws (including any regulations promulgated thereunder) of Canada, or any province or territory thereof or therein or any agency thereof or therein having the power to tax, or any change in any official position regarding the application or interpretation of such laws or regulations, which change is announced or becomes effective on or after the date of the original issuance of the applicable series of Debt Securities; provided that the Company determines, in its business judgment, that the obligation to pay such Additional Amounts cannot be avoided by the use of reasonable measures available to the Company (not including substitution of the obligor under the applicable series of Debt Securities).

Negative Pledge

The Trust Indentures contain provisions to the effect that the Company will not, nor will it permit any Restricted Subsidiary (as defined under “– Certain Definitions” below) to, create or assume any Lien (as defined under “– Certain Definitions” below) (other than Permitted Liens (as defined herein)) upon any present or future Principal Property (as defined under “– Certain Definitions” below), or any Property (as defined under “– Certain Definitions” below), which, together with any other Property subject to Liens in the same transaction or a series of related transactions, would in the aggregate constitute a Principal Property, of the Company or any Restricted Subsidiary, to secure Indebtedness (as defined under “– Certain Definitions” below) of the Company or a Restricted Subsidiary (the “Negative Pledge”) unless the Debt Securities, other than Debt Securities which by their terms do not have the benefit of the Negative Pledge (together with, if the Company shall so determine, any other Indebtedness of the Company or any Restricted Subsidiary ranking at least equally with the Debt Securities then existing or thereafter created), shall be concurrently secured equally and rateably with (or prior to) such other Indebtedness so long as such Lien is outstanding.

The restrictions set forth above shall not apply to “Permitted Liens”, which are defined in the Trust Indentures to include:

- (i) with respect to any series of Debt Securities, Liens existing on the Closing Date (as defined under “– Certain Definitions” below) for such series;
- (ii) Liens on any Property of any Person existing at the time such Person becomes a Restricted Subsidiary, or at the time such Person amalgamates or merges with the Company or a Restricted Subsidiary, which Liens are not created in contemplation of such Person becoming a Restricted Subsidiary or effecting such amalgamation or merger;
- (iii) Liens on any Property, including any improvements from time to time on such property, existing at the time such Property is acquired by the Company or a Restricted Subsidiary, including any acquisition by means of amalgamation, consolidation or merger, or Liens to secure the payment of all or any part of the purchase price of such Property upon the acquisition of such Property by the Company or a Restricted Subsidiary or to secure any Indebtedness incurred prior to, at the time of, or within 270 days after, the later of the date of acquisition of such Property and the date such Property is placed in service, for the purpose of financing all or any part of the purchase price thereof, or Liens to secure any Indebtedness incurred for the purpose of financing the cost to the Company or a Restricted Subsidiary of improvements to such acquired Property or to secure any indebtedness incurred for the purpose of financing all or any part of the purchase price or the cost of construction of the Property subject to such Liens;
- (iv) Liens securing any Indebtedness of a Restricted Subsidiary owing to the Company or to another Restricted Subsidiary;
- (v) Liens on Property of the Company or a Restricted Subsidiary securing indebtedness or other obligations issued by Canada or the United States of America or any province, state or any department, agency or instrumentality or political subdivision of Canada or the United States of America or any state, or by any other country or any political subdivision of any other country, for the purpose of financing all or any part of the purchase price of, or, in the case of real property, the cost of construction on or improvement of, any

- property or assets subject to the Liens, including Liens incurred in connection with pollution control, industrial revenue or similar financings;
- (vi) Liens securing any extension, renewal or replacement (or successive extensions, renewals or replacements) in whole or in part of any Permitted Lien pursuant to the Trust Indentures; provided, however, that such new Lien is limited to the Property which was subject to the prior Lien immediately before such extension, renewal or replacement, and provided, further, that the principal amount of Indebtedness secured by the prior Lien immediately prior to such extension, renewal or replacement is not increased;
 - (vii) any other Liens not otherwise qualifying as a Permitted Lien provided that, at the applicable time, the aggregate principal amount of the Indebtedness secured by all such other Liens, when added to the Attributable Debt (as defined under “– Certain Definitions” below) determined at such time of the then outstanding Unrestricted Sale and Lease-Back Transactions (as defined under “–Limitation on Sale and Lease-Back Transactions” below) to which the Company or a Restricted Subsidiary is a party, does not exceed 15% of the then applicable Consolidated Net Tangible Assets (as defined under “– Certain Definitions” below);
 - (viii) any interest or title of a lessor in the property subject to any capitalized lease or operating lease; and
 - (ix) any other Liens identified in the Prospectus Supplement relating to the series of Debt Securities issued.

Limitation on Sale and Lease-Back Transactions

The Trust Indentures contain provisions to the effect that neither the Company nor any Restricted Subsidiary may enter into any Sale and Lease-Back Transaction (as defined under “– Certain Definitions” below), except for:

- (i) any Sale and Lease-Back Transaction constituting a Permitted Lien under the Trust Indentures (other than clause (vii) or (viii)) under “Negative Pledge” above;
- (ii) any Sale and Lease-Back Transaction that is not otherwise permitted under clause (i) above or (iii) below, and in respect of which the Company or such Restricted Subsidiary would be entitled, in the manner described under “Negative Pledge” above, to incur Indebtedness secured by a Lien on the applicable Property at least equal in amount to the Attributable Debt in respect of such Sale and Lease-Back Transaction without equally and rateably securing the Debt Securities (any Sale and Lease-Back Transaction entered into in compliance with this clause (ii) being an “Unrestricted Sale and Lease-Back Transaction”); or
- (iii) any Sale and Lease-Back Transaction if the Company or such Restricted Subsidiary shall apply or cause to be applied, in the case of such sale or transfer for cash, an amount equal to the greater of the fair market value of the Principal Property sold or transferred and leased back pursuant to such Sale and Lease-Back Transaction or the net proceeds of such Sale and Lease-Back Transaction and, in the case of such sale or transfer otherwise than for cash, an amount equal to the fair market value of the Principal Property sold or transferred and leased back pursuant to such Sale and Lease-Back Transaction, to (a) the retirement (other than any mandatory retirement), within 180 days after the effective date of such Sale and Lease-Back Transaction, of Indebtedness of the Company (which may but need not include any Debt Securities) ranking on a parity with, or prior to, such Debt Securities and owing to a Person other than the Company or any Affiliate (as defined under “– Certain Definitions” below) of the Company, or (b) the purchase, construction or improvement of real property or personal property used by the Company or its Restricted Subsidiaries in the ordinary course of business.

Modification of the Trust Indentures

With certain exceptions, the Trust Indentures, the rights and obligations of the Company and the rights of the holders of a particular series of Debt Securities may be modified by the Company with the consent of the holders of not less than a majority in aggregate principal amount of such series of Debt Securities or a majority in principal amount of such series voted at a duly constituted meeting.

Under the Canadian Trust Indenture, no such modification may be made which would: (i) reduce in any manner the amount of, or change the currency of payment of, or delay the time of any payments (whether of principal, premium, interest or otherwise); (ii) change the definition of or the manner of calculating amounts (including any change in the applicable rate or rates of interest) to which any holder is entitled; or (iii) reduce the above-stated percentage of Debt Securities of such series,

in each case without the consent of the holder of each Debt Security of such series so affected or the consent of 100% of the principal amount of such the Debt Securities of such series voted at a duly constituted meeting.

Under the U.S. Trust Indenture, no such modification may be made which would: (i) change the stated maturity of the principal of (or premium, if any), or any instalment of interest, if any, on any Debt Security; (ii) reduce the principal amount of (or premium, if any, or interest, if any, on) any Debt Security; (iii) reduce the amount of principal of a Debt Security payable upon acceleration of the maturity thereof; (iv) change the place of payment; (v) change the currency of payment of principal of (or premium, if any, or interest, if any, on) any Debt Security; (vi) impair the right to institute suit for the enforcement of any payment on or with respect to any Debt Security; (vii) reduce the percentage of principal amount of outstanding Debt Securities of such series, the consent of the holders of which is required for modification or amendment of the U.S. Trust Indenture or for waiver of compliance with certain provisions of the U.S. Trust Indenture or for waiver of certain defaults; or modify any provisions of the U.S. Trust Indenture relating to the modification and amendment of the U.S. Trust Indenture or the waiver of past defaults or covenants except as otherwise specified in the U.S. Trust Indenture, in each case without the consent of the holder of each Debt Security of such series so affected or the consent of 100% of the principal amount of such the Debt Securities of such series voted at a duly constituted meeting.

Events of Default

The Trust Indentures provide that an event of default with respect to any series of Debt Securities means any one of the following events (whatever the reason for such event of default and whether it is voluntary or involuntary or is effected by operation of law or pursuant to any judgment, decree or order of any government authority):

- (i) a default in the payment by the Company of the principal of (or premium, if any, on) any Debt Securities of such series when the same becomes due and payable at maturity, upon acceleration, redemption or otherwise, or in any obligation to repurchase Debt Securities of such series when required pursuant to the Indentures;
- (ii) a default in the payment by the Company of interest on any Debt Securities of such series when the same becomes due and payable, and such default continues for a period of 30 days;
- (iii) a default by the Company in the performance of or breach of any other covenant or agreement of the Company with respect to such series of Debt Securities and such default or breach continues for a period of 60 days after written notice to the Company by the applicable Trustee or the holders of at least 25% of the unpaid aggregate principal amount of the outstanding Debt Securities of such series;
- (iv) if any representation or warranty made by the Company in relation to a series of Debt Securities was incorrect in any material respect when made and, if it is capable of being corrected with reference to the presently existing facts and circumstances, such representation or warranty is not corrected within 60 days after written notice to the Company by the applicable Trustee or the holders of at least 25% of the unpaid aggregate principal amount of the outstanding Debt Securities of such series;
- (v) any failure by the Company or any Subsidiary to pay when due or within any applicable grace period, any payment of Indebtedness of the Company or any Subsidiary in an aggregate principal amount in excess of US\$75 million (or its equivalent in any other currency or currencies), or any default occurs in respect of any Indebtedness of the Company or any Subsidiary in respect of any series of Debt Securities having an aggregate principal amount exceeding US\$75 million (or its equivalent in any other currency or currencies) after the expiration of any applicable grace period, if such default has resulted in such Indebtedness in excess of such aggregate principal amount becoming due prior to its stated maturity;
- (vi) a distress, attachment, execution or other similar legal process for any amount exceeding US\$75 million (or its equivalent in any other currency or currencies) is levied or enforced against any part of the Property of the Company or any Subsidiary and such distress, attachment, execution or similar legal process has not been paid out, satisfied or withdrawn within 60 days of the date of such levy or enforcement; or
- (vii) certain events of bankruptcy, insolvency or reorganization of the Company or any Subsidiary.

Under each of the Trust Indentures, the Company is required to file with the applicable Trustee an annual officers' certificate as to the absence of certain defaults under the applicable Trust Indenture.

The Canadian Trust Indenture provides that if an event of default (other than an event of default specified in clause (vii) above in relation to the Company) shall occur and be continuing with respect to a series of Debt Securities issued

thereunder, the Canadian Trustee may in its discretion and shall upon request of the holders of not less than 25% in principal amount of the outstanding Debt Securities of such series declare the principal of, together with accrued interest on, all Debt Securities of such series to be due and payable. In certain cases, the holders of a majority in aggregate principal amount of such series of Debt Securities or a majority in principal amount of such series voted at a duly constituted meeting may on behalf of the holders of all such Debt Securities waive any past default or event of default and rescind and annul any such declaration and its consequences.

The Canadian Trust Indenture further provides that if an event of default specified in clause (vii) above in relation to the Company occurs, the principal of and any accrued interest on the Debt Securities then outstanding shall become immediately due and payable; provided however that at any time after an automatic acceleration with respect to the Debt Securities has been made, the holders of a majority in aggregate principal amount of such series of Debt Securities or a majority in principal amount of such series voted at a duly constituted meeting may, under certain circumstances, rescind and annul such acceleration and its consequences.

The Canadian Trust Indenture contains a provision entitling the Canadian Trustee, subject to its duty during a default to act with the required standard of care, to be indemnified by the holders of Debt Securities of such series before proceeding to exercise any right or power under the Canadian Trust Indenture at the request of such holders. The Canadian Trust Indenture provides that no holder of Debt Securities of any series may pursue a remedy with respect to the Canadian Trust Indenture except in the case of failure of the applicable Canadian Trustee to act.

The U.S. Trust Indenture provides that if an event of default under the U.S. Trust Indenture occurs and is continuing with respect to any series of the Debt Securities issued thereunder, then and in every such case the Trustees or the holders of not less than 25% in aggregate principal amount of the outstanding Debt Securities of such affected series may, subject to any subordination provisions thereof, declare the entire principal amount (or, if the Debt Securities of that series are original issue discount Debt Securities, such portion of the principal amount as may be specified in the terms of that series) of all Debt Securities of such series and all accrued and unpaid interest thereon to be immediately due and payable. However, at any time after a declaration of acceleration with respect to any series of the Debt Securities has been made, but before a judgment or decree for payment of the money due has been obtained, the holders of a majority in principal amount of the outstanding Debt Securities of that series, by written notice to the Company and the Trustees under certain circumstances, may rescind and annul such acceleration.

With respect to Debt Securities issued under the U.S. Trust Indenture, reference is made to the applicable Prospectus Supplement or supplements relating to each series of the Debt Securities which are original issue discount Debt Securities for the particular provisions relating to acceleration of the maturity of a portion of the principal amount of such original issue discount securities upon the occurrence of any event of default and the continuation thereof.

Defeasance

Defeasance of Certain Obligations under the Canadian Trust Indenture

If the supplement to the Canadian Trust Indenture so provides, the Company may elect, with respect to any series of Debt Securities, either to be (a) discharged from its obligations in respect of such Debt Securities, or (b) released from its obligations under positive and negative covenants (other than its covenant to maintain its existence and pay the principal, premium, interest and other amounts on such Debt Securities) and the occurrence of certain events will be deemed not to be or result in a default or event of default. Following such election, the Company will be so discharged or released, provided:

- (i) the Company has, at least 91 days prior to such discharge becoming effective, irrevocably deposited with the Canadian Trustee, as specific security pledged for, and dedicated solely to, the due payment and ultimate satisfaction of all of its obligations under the Canadian Trust Indenture with respect to the Debt Securities of the series affected, and free and clear of any Lien, (a) funds in the currency or currencies in which such Debt Securities are payable, and/or (b) an amount of direct obligations of, or obligations the payment of principal of and interest, if any, on which are fully guaranteed by, the government that issued the currency or currencies in which Debt Securities of such series are payable, and that are not subject to prepayment, redemption or call, as will together with the predetermined and certain income to accrue thereon without consideration of any reinvestment thereof, be sufficient (in the case of such obligations, through the payment of interest and principal thereunder) to pay (x) the principal of (and premium, if any) and interest and other amounts on the outstanding Debt Securities of the particular series on their stated due dates or maturity, as the case may be, and (y) any mandatory prepayments on the day on which such prepayments are due and payable;

- (ii) the Company shall have delivered to the Canadian Trustee an opinion of counsel to the effect that the holders of the Debt Securities affected will not recognize income, gain or loss for Canadian federal income tax purposes as a result of such defeasance in respect of the Company's obligations and will be subject to Canadian federal income tax on the same basis as if such defeasance had not occurred;
- (iii) such defeasance will not result in a breach or violation of, or constitute a default under, the Canadian Trust Indenture or any other material agreement or instrument to which the Company is a party or by which it is bound;
- (iv) no event of default with respect to the Debt Securities of such series or event that, with notice or lapse of time, would become such an event of default shall have occurred and be continuing on the date of such deposit;
- (v) if the Debt Securities affected are listed on any stock exchange or securities exchange, the Company shall have delivered to the Canadian Trustee an opinion of counsel to the effect that such deposit and defeasance will not cause such Debt Securities to be delisted; and
- (vi) the Company shall have delivered to the Canadian Trustee an officers' certificate and an opinion of counsel, each stating that all conditions precedent to the defeasance have been satisfied.

Defeasance of Certain Obligations under the U.S. Trust Indenture

The U.S. Trust Indenture provides that, at the Company's option, the Company will be discharged from any and all obligations in respect of the outstanding Debt Securities of any series upon irrevocable deposit with the Trustees, in trust, of money and/or Government Obligations (as defined under "– Certain Definitions" below) which will provide money in an amount sufficient in the opinion of a nationally recognized firm of independent chartered professional accountants (as evidenced by an officer's certificate delivered to the Trustees) to pay the principal of (and premium, if any, and each instalment of interest, if any, and, to the extent applicable, any Additional Amounts on) the outstanding Debt Securities of such series (hereinafter in this section referred to as a "defeasance") (except with respect to the authentication, transfer, exchange or replacement of the Debt Securities or the maintenance of a place of payment and certain other obligations set forth in the U.S. Trust Indenture). Such trust may only be established if among other things:

- the Company has delivered to the Trustees an opinion of counsel in the United States stating that (i) the Company has received from, or there has been published by, the Internal Revenue Service a ruling, or (ii) since the date of execution of the U.S. Trust Indenture, there has been a change in the applicable U.S. federal income tax law, in either case to the effect that the holders of the outstanding Debt Securities of such series will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such defeasance had not occurred;
- the Company has delivered to the Trustees an opinion of counsel in Canada or a ruling from the Canada Revenue Agency (or successor agency) to the effect that the holders of the outstanding Debt Securities of such series should not recognize income, gain or loss for Canadian federal or provincial income tax purposes as a result of such defeasance and should be subject to Canadian federal or provincial income tax on the same amounts, in the same manner and at the same times as would have been the case had such defeasance not occurred (and for the purposes of such opinion, such Canadian counsel shall assume that holders of the outstanding Debt Securities of such series include holders who are not resident in Canada);
- no event of default or event that, with the passing of time or the giving of notice, or both, shall constitute an event of default shall have occurred and be continuing on the date of such deposit;
- the Company is not an "insolvent person" within the meaning of the *Bankruptcy and Insolvency Act* (Canada) on the date of such deposit or at any time during the period ending on the 91st day following such deposit; and
- the Company shall have delivered to the Trustees an officers' certificate and an opinion of counsel, each stating that all conditions precedent to the defeasance have been satisfied.

The Company may exercise its defeasance option notwithstanding the Company's prior exercise of its covenant defeasance option described in the following paragraph if the Company meets the conditions described in the preceding sentence at the time it exercises the defeasance option.

The U.S. Trust Indenture provides that, at the Company's option, unless and until the Company has exercised its defeasance option described in the preceding paragraph, the Company may omit to comply with the "Negative Pledge" covenant, certain aspects of the "Amalgamation, Consolidation, Conveyance, Transfer or Lease" covenant and certain other covenants and such omission shall not be deemed to be an event of default under the U.S. Trust Indenture and the outstanding Debt Securities upon irrevocable deposit with the Trustees, in trust, of money and/or government securities which will provide money in an amount sufficient in the opinion of a nationally recognized firm of independent chartered professional accountants (as evidenced by an officer's certificate delivered to the Trustees) to pay the principal of (and premium, if any, and each instalment of interest, if any, and, to the extent applicable, any Additional Amounts on) the outstanding Debt Securities (hereinafter in this section referred to as "covenant defeasance"). If the Company exercises its covenant defeasance option, the obligations under the U.S. Trust Indenture other than with respect to such covenants and the events of default other than with respect to such covenants shall remain in full force and effect. Such trust may only be established if, among other things:

- the Company has delivered to the Trustees an opinion of counsel in the United States to the effect that the holders of the outstanding Debt Securities will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such covenant defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such covenant defeasance had not occurred;
- the Company has delivered to the Trustees an opinion of counsel in Canada or a ruling from the Canada Revenue Agency to the effect that the holders of the outstanding Debt Securities should not recognize income, gain or loss for Canadian federal or provincial income or other tax purposes as a result of such covenant defeasance and should be subject to Canadian federal or provincial income and other tax on the same amounts, in the same manner and at the same times as would have been the case had such covenant defeasance not occurred (and for the purposes of such opinion, such Canadian counsel shall assume that holders of the outstanding Debt Securities include holders who are not resident in Canada);
- no event of default or event that, with the passing of time or the giving of notice, or both, shall constitute an event of default shall have occurred and be continuing on the date of such deposit; and
- the Company is not an "insolvent person" within the meaning of the *Bankruptcy and Insolvency Act* (Canada) on the date of such deposit or at any time during the period ending on the 91st day following such deposit.

Other Defeasance Arrangements

If so described in the Prospectus Supplement related to Debt Securities of a specific series, the Company may enter into certain other arrangements providing for the due payment and ultimate satisfaction of its obligations with respect to such series of Debt Securities by the deposit with the applicable Trustee of funds or obligations of the type referred to under "– Defeasance of Certain Obligations under the Canadian Trust Indenture" and "– Defeasance of Certain Obligations under the U.S. Trust Indenture" above, as applicable. The Prospectus Supplement will more fully describe the provisions, if any, relating thereto.

Amalgamation, Consolidation, Conveyance, Transfer or Lease

The Trust Indentures provide that the Company will not consolidate, merge or amalgamate with any other Person or effect any conveyance, sale, transfer or lease of its Property substantially as an entirety, unless, in such case:

- (i) the Person formed by such consolidation or amalgamation or with which the Company is merged (or the Person that leases or that acquires by conveyance, sale or transfer the Property of the Company substantially as an entirety) (such Person being referred to as the "Successor Corporation") is a corporation organized and validly existing under the laws of Canada or any province thereof;
- (ii) the Successor Corporation shall expressly, by supplemental indenture, assume and become bound by the obligations of the Company under the terms of the Canadian Indenture or U.S. Indenture, as applicable;
- (iii) after giving effect to such transaction no default or event of default is or will be occurring under the applicable Trust Indenture or in respect of the Debt Securities of any series issued pursuant to the applicable Trust Indenture; and
- (iv) the Company delivers to the Trustees an officer's certificate and opinion of counsel confirming that the foregoing conditions have been met.

Governing Law

The Canadian Trust Indenture is governed by, and construed in accordance with, the laws of the Province of Ontario and the U.S. Trust Indenture is governed by, and construed in accordance with, the laws of the State of New York.

Certain Definitions

- (i) “**Affiliate**” means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.
- (ii) “**Attributable Debt**” shall mean, in respect of a Sale and Lease-Back Transaction, at the time of determination, the Capital Lease Obligations under the Capital Lease resulting from such Sale and Lease-Back Transaction as reflected on the consolidated balance sheet of the Company. Attributable Debt may be reduced by the present value of the rental obligations, calculated on the same basis that any sublessee has for all or part of the same property.
- (iii) “**Capital Lease**” means a lease that is required to be capitalized for financial reporting purposes in accordance with Canadian generally accepted accounting principles consistently applied.
- (iv) “**Capital Lease Obligations**” means indebtedness represented by obligations under a Capital Lease. The amount of indebtedness will be the capitalized amount of the obligations determined in accordance with Canadian generally accepted accounting principles consistently applied.
- (v) “**Closing Date**” means the date on which the Debt Securities are issued.
- (vi) “**Consolidated Net Tangible Assets**” means the consolidated total assets of TELUS and its Subsidiaries as reflected in TELUS’ most recent consolidated balance sheet preceding the date of determination prepared in accordance with Canadian generally accepted accounting principles consistently applied, less (a) current liabilities, excluding the amount of those which are by their terms extendable or renewable at the option of the obligor to a date more than 12 months after the date as of which the amount is being determined and current maturities of long-term debt and Capital Lease Obligations, and (b) goodwill, tradenames, trademarks, patents, minority interests of others, unamortized debt discount and expense and other similar intangible assets, excluding any investments in permits, licenses and the subscriber base.
- (vii) “**Currency**” means any currency or currencies or composite currency issued by the government of one or more countries or by any recognized confederation or association of such governments.
- (viii) “**Government Obligations**” means, unless otherwise specified with respect to any series of Securities pursuant to the U.S. Trust Indenture, securities which are (i) direct obligations of the government which issued the Currency in which the Securities of a particular series are payable or (ii) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the government which issued the Currency in which the Securities of such series are payable, the payment of which is unconditionally guaranteed by such government, which, in either case, are full faith and credit obligations of such government payable in such Currency and are not callable or redeemable at the option of the issuer thereof and shall also include a depository receipt issued by a bank or trust company as custodian with respect to any such Government Obligation or a specific payment of interest on or principal of any such Government Obligation held by such custodian for the account of the holder of a depository receipt; provided that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the Government Obligation or the specific payment of interest or principal of the Government Obligation evidenced by such depository receipt.
- (ix) “**Indebtedness**” means, with respect to any Person, (without duplication) (a) any liability of such Person (1) for borrowed money, or under any reimbursement obligation relating to a letter of credit, or (2) evidenced by a bond, note, debenture or similar instrument (including a purchase money obligation arising in connection with the acquisition of any businesses, properties or assets of any kind, other than a trade payable or a current liability arising in the ordinary course of business), or (3) for the payment of Capital Lease Obligations; (b) any liability of others described in the preceding clause (a) that the Person has guaranteed or that is otherwise its legal liability; (c) any amendment, supplement, modification, deferral, renewal, extension or refunding of any liability of the types referred to in clauses (a) and (b) above; and (d) in the case of any Restricted

Subsidiary, the aggregate amount at which any preference shares of such Restricted Subsidiary are redeemable or retractable at the option of the holder (excluding any such preference shares that are owned by the Company or any Restricted Subsidiary).

- (x) **“Lien”** means any mortgage, pledge, lien, security interest, charge or other encumbrance or preferential arrangement (including any conditional sale or other title retention agreement or lease in the nature thereof other than a title retention agreement in connection with the purchase of goods in the ordinary course of business which is outstanding for not more than 90 days).
- (xi) **“Person”** means any natural person, corporation, firm, partnership, joint venture or other unincorporated association, trust, government or governmental authority and pronouns have a similar extended meaning.
- (xii) **“Principal Property”** means at any time any Property which has a fair market value or a book value in excess of US\$5 million (or its equivalent in any other currency or currencies).
- (xiii) **“Property”** means any asset, revenue or any other property or property right or interest, whether tangible or intangible, real or personal, including, without limitation, any right to receive income.
- (xiv) **“Restricted Subsidiary”** means (a) TELUS Communications Inc., (b) TELUS International (Cda) Inc., and (c) at any time any other Subsidiary of TELUS, if at the end of the most recent fiscal quarter for which the Company has issued its financial statements, the total assets of such Subsidiary exceeds 10% of the consolidated assets of TELUS and its Subsidiaries, determined in accordance with Canadian generally accepted accounting principles consistently applied, provided that Restricted Subsidiary shall not include any Subsidiary that is principally engaged in the wireless business or TELUS Quebec Inc.
- (xv) **“Sale and Lease-Back Transaction”** means any transaction or series of related transactions pursuant to which the Company or any Restricted Subsidiary sells or transfers any Principal Property, or any Property which together with any other Property subject to the same transaction or series of related transactions would in the aggregate constitute a Principal Property, of the Company or such Restricted Subsidiary to any Person and leases back such Principal Property (or other Properties) by way of a Capital Lease Obligation but does not include (a) any Sale and Lease-Back Transaction between the Company and its Restricted Subsidiaries or between Restricted Subsidiaries, or (b) any Sale and Lease-Back Transaction where the term of the lease back is less than three years.
- (xvi) **“Securities”** means unsecured debentures, notes or other evidences of indebtedness issued under the U.S. Trust Indenture.
- (xvii) **“Subsidiary”** means any company or other business entity which the Company owns or controls (either directly or through one or more other Subsidiaries) more than 50% of the issued share capital or other ownership interest, in each case having ordinary voting power to elect directors, managers or trustees of such company or other business entity (whether or not capital stock or other ownership interest or any other class or classes shall or might have voting power upon the occurrence of any contingency).

DESCRIPTION OF SHARE CAPITAL

General

The following sets forth the terms and provisions of the existing capital of the Company. The particular terms and provisions of the Equity Securities offered by a Prospectus Supplement and the extent to which these general terms and provisions apply will be described in such Prospectus Supplement. The Company is authorized under its Notice of Articles to issue up to 1,000,000,000 shares of each class of first preferred shares (the “First Preferred Shares”), second preferred shares (the “Second Preferred Shares”) and up to 4,000,000,000 Common Shares. The following summary of certain of the rights and attributes of each class of Equity Securities does not purport to be complete and is qualified in its entirety by reference to the articles of the Company.

First Preferred Shares

Shares Issuable in Series

The First Preferred Shares may be issued at any time or from time to time in one or more series. Before any shares of a series are issued, the Board of Directors of the Company shall fix the number of shares that will form such series and shall,

subject to the limitations set out in the articles of the Company, determine the designation, rights, privileges, restrictions and conditions to be attached to the First Preferred Shares of such series, except that no series shall be granted the right to vote at a general meeting of the shareholders of the Company or the right to be convertible or exchangeable for Common Shares, directly or indirectly.

Priority

The First Preferred Shares of each series shall rank on a parity with the First Preferred Shares of every other series with respect to dividends and return of capital and shall be entitled to a preference over the Second Preferred Shares and the Common Shares and over any other shares ranking junior to the First Preferred Shares with respect to priority in payment of dividends and in the distribution of assets in the event of liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or any other distribution of the assets of the Company among its shareholders for the purpose of winding-up its affairs.

Voting Rights

Except as required by law, holders of the First Preferred Shares as a class shall not be entitled to receive notice of, to attend or to vote at any meeting of the shareholders of the Company, provided that the rights, privileges, restrictions and conditions attached to the First Preferred Shares as a class may be added to, changed or removed only with the approval of the holders of the First Preferred Shares given in such manner as may then be required by law, subject to a minimum requirement that such approval be given by resolution signed by the holders of not less than two-thirds of the First Preferred Shares then outstanding, or passed by an affirmative vote of at least two-thirds of the votes cast at a meeting of the holders of the First Preferred Shares duly called for that purpose.

Second Preferred Shares

Shares Issuable in Series

The Second Preferred Shares may be issued at any time or from time to time in one or more series. Before any shares of a series are issued, the Board of Directors of the Company shall fix the number of shares that will form such series and shall, subject to the limitations set out in the articles of the Company, determine the designation, rights, privileges, restrictions and conditions to be attached to the Second Preferred Shares of such series, except that no series shall be granted the right to vote at a general meeting of the shareholders of the Company or the right to be convertible or exchangeable for Common Shares, directly or indirectly.

Priority

The Second Preferred Shares of each series shall rank on a parity with the Second Preferred Shares of every other series with respect to dividends and return of capital and shall, subject to the prior rights of the holders of the First Preferred Shares, be entitled to a preference over the Common Shares and over any other shares ranking junior to the Second Preferred Shares with respect to priority in payment of dividends and in the distribution of assets in the event of liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or any other distribution of the assets of the Company among its shareholders for the purpose of winding-up its affairs.

Voting Rights

Except as required by law, holders of the Second Preferred Shares as a class shall not be entitled to receive notice of, to attend or to vote at any meeting of the shareholders of the Company, provided that the rights, privileges, restrictions and conditions attached to the Second Preferred Shares as a class may be added to, changed or removed only with the approval of the holders of the Second Preferred Shares given in such manner as may then be required by law, subject to a minimum requirement that such approval be given by resolution signed by the holders of not less than two-thirds of the Second Preferred Shares then outstanding, or passed by an affirmative vote of at least two-thirds of the votes cast at a meeting of the holders of the Second Preferred Shares duly called for that purpose.

Common Shares

Priority

The holders of Common Shares shall be entitled to participate equally with each other as to dividends and the Company shall pay dividends thereon, as and when declared by the Board of Directors of the Company out of monies properly applicable to the payment of dividends, in amounts per share and at the same time on all such Common Shares at the time outstanding as

the Board of Directors of the Company may from time to time determine. In the event of the liquidation, dissolution or winding-up of the Company or other distribution of assets of the Company among its shareholders for the purpose of winding-up its affairs, all the property and assets of the Company which remain after payment to the holders of any shares ranking in priority to the Common Shares in respect of payment upon liquidation, dissolution or winding-up of all amounts attributed and properly payable to such holders of such other shares in the event of such liquidation, dissolution or winding-up or distribution, shall be paid and distributed equally, share for share, to the holders of the Common Shares, without preference or distinction.

Voting Rights

The holders of the Common Shares shall be entitled to receive notice of and to attend (in person or by proxy) and be heard at all general meetings of the shareholders of the Company (other than separate meetings of the holders of shares of any other class of shares of the Company or any other series of shares of such other class of shares) and to vote at all such general meetings with each holder of Common Shares being entitled to one vote per Common Share held at all such meetings.

Ownership and Voting Restrictions

Non-Canadian persons shall not beneficially own or control, otherwise than by way of security only, in the aggregate more than the Restricted Percentage (as defined below) of the issued and outstanding voting shares of the Company (the “non-Canadian share constraint”). The Restricted Percentage is the maximum percentage of the issued and outstanding voting shares of the Company that may be beneficially owned or controlled, otherwise than by way of security only, by non-Canadian persons without rendering any subsidiary of the Company ineligible to operate as a telecommunications common carrier pursuant to the *Telecommunications Act*, or to be granted a licence under the *Broadcasting Act* or the *Radiocommunication Act*.

The power of the Company to issue any voting shares and to restrict the right of any holder of voting shares of the Company to transfer or vote such voting shares is as provided in the Telecommunications Regulations, the Broadcasting Direction and the Radiocommunication Regulations, as amended from time to time (collectively, the “Applicable Regulations”) or in the articles of the Company. The Company has the power to suspend voting rights, to refuse the transfer of shares, to redeem or purchase, or to sell or to require the sale of voting shares of the Company as provided in the Applicable Regulations or the articles of the Company, for the purpose of ensuring that any subsidiary of the Company is not ineligible to operate as a telecommunications common carrier pursuant to the *Telecommunications Act*, or to be granted a licence under the *Broadcasting Act* or the *Radiocommunication Act*.

In addition to declarations which may be requested by the Company pursuant to the Applicable Regulations, the Company may request that a person who (i) is or proposes to be a registered holder of voting shares of the Company; (ii) holds or proposes to hold or is believed by the Company to hold voting shares of the Company on behalf of another person, other than as a registered holder; (iii) subscribes for voting shares of the Company; (iv) requests registration of a transfer of voting shares of the Company; (v) requests a change in registration of voting shares of the Company; or (vi) elects to convert or exchange any securities into or for voting shares of the Company, file a declaration with the Company or its transfer agent within the time limit prescribed in the request. The person to whom a request is made pursuant to the articles of the Company shall submit the declaration in a form authorized by the Company, and shall contain the information requested by the Company to enable the Company to determine whether the non-Canadian share constraint is being or may be contravened.

Notwithstanding any other provision of the articles of the Company or the rules or operating procedures established pursuant to the articles of the Company, a contravention of the non-Canadian share constraint shall have no consequences except those that are expressly provided for in the articles of the Company or the Applicable Regulations. For greater certainty, but without limiting the generality of the foregoing, (i) no transfer, issue or ownership of, and no title to, voting shares of the Company; (ii) no resolution of shareholders (except to the extent that the result thereof is affected as a result of a determination pursuant to the Applicable Regulations to suspend the voting rights of any voting shareholders); and (iii) no act of the Company, including any transfer of property to or by the Company, shall be invalid or otherwise affected by any contravention of the non-Canadian share constraint or the failure to make the adjustment in voting as may be required or permitted pursuant to the Applicable Regulations.

In administering the ownership restriction provisions of the articles of the Company and the Applicable Regulations, including, without limitation, in making any directors’ determination, the Company and any of its directors, officers, employees and agents may rely on, among other things, the Company’s central securities register.

The ownership restriction provisions of the articles of the Company shall cease to be binding on the Company and its shareholders upon the repeal of the Applicable Regulations, and shall cease to be applicable and binding to the extent permitted by all of the *Telecommunications Act*, the *Radiocommunication Act* and the *Broadcasting Act*, from time to time.

TELUS Shareholder Rights Plan

TELUS first adopted a shareholder rights plan in March 2000. In May 2010, the holders of the Common Shares and Non-Voting Shares ratified a substantially similar shareholder rights plan. On May 9, 2013, the holders of the Common Shares approved the amendment of, and reconfirmation of, the shareholder rights plan (the “Rights Plan”), which among other things, reflects the elimination of the Non-Voting Share class from TELUS’ authorized share structure, and at the annual general meeting held on May 5, 2016, the holders of the Common Shares approved the reconfirmation of the Rights Plan. Under the Rights Plan, TELUS issued one right (a “Right”) in respect of each Common Share outstanding as at such date. On May 9, 2019, the holders of the Common Shares ratified and confirmed a new shareholder rights plan (the “New Rights Plan”). The terms of the New Rights Plan are substantially similar to the terms of the Rights Plan and rights plans adopted recently by other Canadian issuers. The primary substantive differences between the New Rights Plan and the Rights Plan are to reflect changes to the take-over bid regime that were adopted in 2016 by the Canadian Securities Administrators, including to amend the definition of a Permitted Bid to provide that it must be outstanding for a minimum period of 105 days or such shorter period (determined in accordance with specific provisions of Canadian securities laws) that a take-over bid must remain open for deposits of securities. The New Rights Plan has a term of nine years subject to approval of its continuance by the shareholders of the Company at the annual meeting of the Company in 2025. The shareholders of the Company approved the continuance of the New Rights Plan at the annual general meeting of the Company held on May 6, 2022. The Rights will separate from the Common Shares and will be exercisable ten trading days after a person has acquired, or commences to acquire, 20% or more of the Common Shares, other than by acquisition pursuant to a takeover bid permitted by the New Rights Plan (a “Permitted Bid”). The acquisition by any person (an “Acquiring Person”) of more than 20% of the Voting Shares (as defined in the New Rights Plan), other than by way of a Permitted Bid, is referred to as a “Flip-in Event”. Any Rights held by an Acquiring Person will become void upon the occurrence of a Flip-in Event. Ten trading days after the occurrence of the Flip-in Event, each Right (other than those held by the Acquiring Person), will permit the purchase of Common Shares at a significant discount in accordance with the terms of the New Rights Plan.

DESCRIPTION OF WARRANTS

This section describes the general terms that will apply to any Warrants for the purchase of Equity Securities (the “Equity Warrants”) or for the purchase of Debt Securities (the “Debt Warrants”).

Warrants may be offered separately or together with Equity Securities or Debt Securities, as the case may be. Each series of Warrants will be issued under a separate Warrant agreement to be entered into between the Company and one or more banks or trust companies acting as Warrant agent. The applicable Prospectus Supplement will include details of the Warrant agreements covering the Warrants being offered. The Warrant agent will act solely as the agent of the Company and will not assume a relationship of agency with any holders of Warrant certificates or beneficial owners of Warrants. The specific terms of the Warrants, and the extent to which the general terms described in this section apply to those Warrants, will be set forth in the applicable Prospectus Supplement.

Original purchasers of Equity Warrants or Debt Warrants (if offered separately) will be granted a contractual right of rescission against the Company in respect of the conversion, exchange or exercise of such Equity Warrant or Debt Warrant. The contractual right of rescission will entitle such original purchasers to receive, in addition to the amount paid on the original purchase of the Warrants, the amount paid upon conversion, exchange or exercise, upon surrender of the underlying securities gained thereby, in the event that this Prospectus (as supplemented or amended) contains a misrepresentation, provided that: (i) the conversion, exchange or exercise takes place within 180 days of the date of the purchase of the convertible, exchangeable or exercisable security under this Prospectus; and (ii) the right of rescission is exercised within 180 days of the date of the purchase of the convertible, exchangeable or exercisable security under this Prospectus. This contractual right of rescission will be consistent with the statutory right of rescission described under section 131 of the *Securities Act* (British Columbia), and is in addition to any other right or remedy available to original purchasers under section 131 of the *Securities Act* (British Columbia) or otherwise at law.

In an offering of Warrants, investors are cautioned that the statutory right of action for damages for a misrepresentation contained in the prospectus is limited, in certain provincial securities legislation, to the price at which the Warrant is offered to the public under the prospectus offering. This means that, under the securities legislation of certain provinces, if the purchaser pays additional amounts upon conversion, exchange or exercise of the security, those amounts may not be recoverable under the statutory right of action for damages that applies in those provinces. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province for the particulars of this right of action for damages and consult with a legal adviser.

Equity Warrants

The particular terms of each issue of Equity Warrants will be described in the related Prospectus Supplement. This description will include, where applicable:

- (i) the designation and aggregate number of Equity Warrants;
- (ii) the price at which the Equity Warrants will be offered;
- (iii) the currency or currencies in which the Equity Warrants will be offered;
- (iv) the designation and terms of the Equity Securities purchasable upon exercise of the Equity Warrants;
- (v) the date on which the right to exercise the Equity Warrants will commence and the date on which the right will expire;
- (vi) the number of Equity Securities that may be purchased upon exercise of each Equity Warrant and the price at which and currency or currencies in which that amount of securities may be purchased upon exercise of each Equity Warrant;
- (vii) the designation and terms of any securities with which the Equity Warrants will be offered, if any, and the number of the Equity Warrants that will be offered with each security;
- (viii) the date or dates, if any, on or after which the Equity Warrants and the related securities will be transferable separately;
- (ix) whether the Equity Warrants are subject to redemption or call and, if so, the terms of such redemption or call provisions;
- (x) material United States and Canadian tax consequences of owning the Equity Warrants; and
- (xi) any other material terms or conditions of the Equity Warrants.

Debt Warrants

The particular terms of each issue of Debt Warrants will be described in the related Prospectus Supplement. This description will include, where applicable:

- (i) the designation and aggregate number of Debt Warrants;
- (ii) the price at which the Debt Warrants will be offered;
- (iii) the currency or currencies in which the Debt Warrants will be offered;
- (iv) the aggregate principal amount, currency or currencies, denominations and terms of the series of Debt Securities that may be purchased upon exercise of the Debt Warrants;
- (v) the designation and terms of any securities with which the Debt Warrants will be offered, if any, and the number of the Debt Warrants that will be offered with each security;
- (vi) the date or dates, if any, on or after which the Debt Warrants and the related securities will be transferable separately;
- (vii) the principal amount of Debt Securities that may be purchased upon exercise of each Debt Warrant and the price at which and currency or currencies in which that principal amount of securities may be purchased upon exercise of each Debt Warrant;
- (viii) the date on which the right to exercise the Debt Warrants will commence and the date on which the right will expire;
- (ix) the minimum or maximum amount of Debt Warrants that may be exercised at any one time;

- (x) whether the Debt Warrants will be subject to redemption or call, and, if so, the terms of such redemption or call provisions;
- (xi) material United States and Canadian tax consequences of owning the Debt Warrants; and
- (xii) any other material terms or conditions of the Debt Warrants.

DESCRIPTION OF SHARE PURCHASE CONTRACTS AND SHARE PURCHASE OR EQUITY UNITS

The Company may issue share purchase contracts, including contracts obligating holders to purchase from the Company, and the Company to sell to the holders, a specified number of Equity Securities, at a future date or dates, or similar contracts issued on a “prepaid” basis (in each case, “Share Purchase Contracts”). The price per Equity Security and the number of Equity Securities may be fixed at the time the Share Purchase Contracts are issued or may be determined by reference to a specific formula set forth in the Share Purchase Contracts. The Share Purchase Contracts will require either the share purchase price be paid at the time the Share Purchase Contracts are issued or that payment be made at a specified future date. The Share Purchase Contracts may be issued separately or as part of units consisting of a Share Purchase Contract and Debt Securities or obligations of third parties (including U.S. treasury securities) (the “Share Purchase or Equity Units”), and may or may not serve as collateral for a holder’s obligations. The Share Purchase Contracts may require holders to secure their obligations thereunder in a specified manner. The Share Purchase Contracts also may require the Company to make periodic payments to the holders of the Share Purchase Contracts or vice versa, and such payments may be unsecured or refunded on some basis.

The applicable Prospectus Supplement will describe the terms of the Share Purchase Contracts or Share Purchase or Equity Units. The description in the Prospectus Supplement will not necessarily be complete, and reference will be made to the Share Purchase Contracts, and, if applicable, collateral, depositary or custodial arrangements, relating to the Share Purchase Contracts or Share Purchase or Equity Units. Material United States and Canadian federal income tax considerations applicable to the holders of the Share Purchase or Equity Units and the Share Purchase Contracts will also be discussed in the applicable Prospectus Supplement.

Original purchasers of Share Purchase Contracts or Share Purchase or Equity Units will be granted a contractual right of rescission against the Company in respect of the conversion, exchange or exercise of such Share Purchase Contract or Share Purchase or Equity Unit. The contractual right of rescission will entitle such original purchasers to receive, in addition to the amount paid on the original purchase of the Share Purchase Contracts or Share Purchase or Equity Units, the amount paid upon conversion, exchange or exercise, upon surrender of the underlying securities gained thereby, in the event that this Prospectus (as supplemented or amended) contains a misrepresentation, provided that: (i) the conversion, exchange or exercise takes place within 180 days of the date of the purchase of the convertible, exchangeable or exercisable security under this Prospectus; and (ii) the right of rescission is exercised within 180 days of the date of the purchase of the convertible, exchangeable or exercisable security under this Prospectus. This contractual right of rescission will be consistent with the statutory right of rescission described under section 131 of the *Securities Act* (British Columbia), and is in addition to any other right or remedy available to original purchasers under section 131 of the *Securities Act* (British Columbia) or otherwise at law.

In an offering of Share Purchase Contracts or Share Purchase or Equity Units, investors are cautioned that the statutory right of action for damages for a misrepresentation contained in the prospectus is limited, in certain provincial securities legislation, to the price at which the Share Purchase Contracts or Share Purchase or Equity Units are offered to the public under the prospectus offering. This means that, under the securities legislation of certain provinces, if the purchaser pays additional amounts upon conversion, exchange or exercise of the security, those amounts may not be recoverable under the statutory right of action for damages that apply in those provinces. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province for the particulars of this right of action for damages and consult with a legal adviser.

DESCRIPTION OF SUBSCRIPTION RECEIPTS

TELUS may issue Subscription Receipts that entitle the holder to receive upon satisfaction of certain release conditions, and for no additional consideration, Debt Securities, Equity Securities, Warrants, Share Purchase Contracts or Share Purchase or Equity Units or any combination thereof. The Subscription Receipts may be offered separately or together with other Securities, and Subscription Receipts sold with other Securities may be attached to or separate from the other Securities.

The Subscription Receipts will be issued under one or more subscription receipt agreements that TELUS will enter into with one or more escrow agents. If underwriters or agents are involved in the sale of Subscription Receipts, one or more of such underwriters or agents may also be parties to the subscription receipt agreement governing those Subscription Receipts.

The relevant subscription receipt agreement will establish the terms of the Subscription Receipts. Under the subscription receipt agreement, original purchasers of Subscription Receipts will be granted a contractual right of rescission against the Company in respect of the conversion, exchange or exercise of such Subscription Receipts. The contractual right of rescission will entitle such original purchasers to receive, in addition to the amount paid on the original purchase of the Subscription Receipts, the amount paid for the Subscription Receipts, upon surrender of the underlying securities gained thereby, in the event that this Prospectus (as supplemented or amended) contains a misrepresentation, provided that: (i) the conversion, exchange or exercise takes place within 180 days of the date of the purchase of the convertible, exchangeable or exercisable security under this Prospectus; and (ii) the right of rescission is exercised within 180 days of the date of the purchase of the convertible, exchangeable or exercisable security under this Prospectus. This contractual right of rescission will be consistent with the statutory right of rescission described under section 131 of the *Securities Act* (British Columbia), and is in addition to any other right or remedy available to original purchasers under section 131 of the *Securities Act* (British Columbia) or otherwise at law.

The particular terms and provisions of any Subscription Receipts offered by TELUS, and the extent to which the general terms and provisions described in this section apply to those Subscription Receipts, will be set out in the applicable Prospectus Supplement. All such terms will comply with any applicable requirements of the TSX relating to Subscription Receipts. The Prospectus Supplement will include some or all of the following:

- (i) the number of Subscription Receipts offered;
- (ii) the price at which the Subscription Receipts will be offered;
- (iii) the designation, number and terms, as applicable, of the Debt Securities, Equity Securities, Warrants, Share Purchase Contracts or Share Purchase or Equity Units to be received by holders of Subscription Receipts upon satisfaction of the release conditions, and the anti-dilution provisions that will result in the adjustment of those numbers;
- (iv) the release conditions that must be met in order for holders of Subscription Receipts to receive for no additional consideration, Debt Securities, Equity Securities, Warrants, Share Purchase Contracts or Share Purchase or Equity Units, as applicable;
- (v) the procedure for the issuance and delivery of Debt Securities, Equity Securities, Warrants, Share Purchase Contracts or Share Purchase or Equity Units, as applicable, to holders of Subscription Receipts upon satisfaction of the release conditions;
- (vi) whether any payments will be made to holders of Subscription Receipts upon delivery of the Debt Securities, Equity Securities, Warrants, Share Purchase Contracts or Share Purchase or Equity Units, as applicable, upon satisfaction of the release conditions;
- (vii) the terms and conditions under which the escrow agent will hold in escrow all or a portion of the proceeds from the sale of the Subscription Receipts together with any interest income earned thereon (collectively, the "Escrowed Funds"), pending satisfaction of the release conditions;
- (viii) the terms and conditions under which the escrow agent will hold the Debt Securities, Equity Securities, Warrants, Share Purchase Contracts or Share Purchase or Equity Units, as applicable, pending the satisfaction of the release conditions;
- (ix) the terms and conditions under which the escrow agent will release all or a portion of the Escrowed Funds to TELUS upon satisfaction of the release conditions;
- (x) if the Subscription Receipts are sold to or through underwriters or agents, the terms and conditions under which the escrow agent will release a portion of the Escrowed Funds to such underwriters or agents in payment of all or a portion of their fees or commission in connection with the sale of the Subscription Receipts;
- (xi) procedures for the refund by the escrow agent to holders of Subscription Receipts of all or a portion of the subscription price for their Subscription Receipts, plus any pro rata entitlement to interest earned or income generated on such amount, if the release conditions are not satisfied;
- (xii) any entitlement of TELUS to purchase the Subscription Receipts in the open market by private agreement or otherwise;

- (xiii) whether TELUS will issue the Subscription Receipts as global securities and, if so, who the depository will be;
- (xiv) provisions as to modification, amendment or variation of the subscription receipt agreement or any rights or terms attaching to the Subscription Receipts;
- (xv) material Canadian tax consequences of owning Subscription Receipts; and
- (xvi) any other material terms, preferences, rights or limitations of, or restrictions on, the Subscription Receipts.

DENOMINATIONS, REGISTRATION AND TRANSFER

The Securities will be issued in fully registered form without coupons attached in either global or definitive form and in denominations and integral multiples as set out in the applicable Prospectus Supplement (unless otherwise provided with respect to a particular series of Debt Securities pursuant to the provisions of the applicable Trust Indenture, as supplemented by a supplemental indenture). Other than in the case of book-entry only securities, Securities may be presented for registration of transfer (with the form of transfer endorsed thereon duly executed) in the city specified for such purpose at the office of the registrar or transfer agent designated by the Company for such purpose with respect to any issue of Securities referred to in the Prospectus Supplement. No service charge will be made for any transfer, conversion or exchange of the Securities but the Company may require payment of a sum to cover any transfer tax or other governmental charge payable in connection therewith. Such transfer, conversion or exchange will be effected upon such registrar or transfer agent being satisfied with the documents of title and the identity of the Person making the request. If a Prospectus Supplement refers to any registrar or transfer agent designated by the Company with respect to any issue of Securities, the Company may at any time rescind the designation of any such registrar or transfer agent and appoint another in its place or approve any change in the location through which such registrar or transfer agent acts.

In the case of book-entry only securities, a global certificate or certificates representing the Securities will be held by a designated depository for its participants. The Securities must be purchased or transferred through such participants, which includes securities brokers and dealers, banks and trust companies. The depository will establish and maintain book-entry accounts for its participants acting on behalf of holders of the Securities. The interests of such holders of Securities will be represented by entries in the records maintained by the participants. Holders of Securities issued in book-entry only form will not be entitled to receive a certificate or other instrument evidencing their ownership thereof, except in limited circumstances. Each holder will receive a customer confirmation of purchase from the participants from which the Securities are purchased in accordance with the practices and procedures of that participant.

RISK FACTORS

Prospective investors in the Securities should consider carefully the matters set forth in the section entitled “Risks and risk management” in Management’s Discussion and Analysis of financial results in respect of the Company’s most recent annual financial statements and in Management’s Discussion and Analysis of financial results in respect of the Company’s interim financial statements filed thereafter, each of which is deemed to be incorporated by reference in this Prospectus.

PLAN OF DISTRIBUTION

The Company may sell the Securities to or through underwriters or dealers, and also may sell Securities to one or more other purchasers directly or through agents. Each Prospectus Supplement will set forth the terms of the offering, including the name or names of any underwriters or agents, the purchase price or prices of the Securities and the proceeds to the Company from the sale of the Securities. The sale of Common Shares may be effected from time to time in one or more transactions at non-fixed prices pursuant to transactions that are deemed to be “at-the-market distributions”, including sales made directly on the TSX or NYSE or other existing trading markets for the Common Shares, and as set forth in a Prospectus Supplement for such purpose.

The Securities may be sold, from time to time in one or more transactions at a fixed price or prices which may be changed or at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at negotiated prices.

Underwriters, dealers and agents who participate in the distribution of the Securities may be entitled under agreements to be entered into with the Company to indemnification by the Company against certain liabilities, including liabilities under securities legislation, or to contribution with respect to payments which such underwriters, dealers or agents may be required

to make in respect thereof. Such underwriters, dealers and agents may be customers of, engage in transactions with, or perform services for, the Company in the ordinary course of business.

In connection with any offering of Securities, except in connection with an “at-the-market distribution” or as otherwise set out in a Prospectus Supplement relating to a particular offering of Securities, the underwriters or agents may, subject to applicable law, over-allot or effect transactions which stabilize or maintain the market price of the Securities offered at a level above that which might otherwise prevail in the open market. Such transactions, if commenced, may be discontinued at any time. No underwriter of an “at-the-market distribution”, and no person or company acting jointly or in concert with an underwriter, may, in connection with any such distribution, enter into any transaction that is intended to stabilize or maintain the market price of the securities or securities of the same class as the securities distributed under this Prospectus, including selling an aggregate number or principal amount of securities that would result in the underwriter creating an over-allocation position in the securities.

LEGAL MATTERS

Certain legal matters in connection with any offering hereunder will be passed upon on behalf of TELUS by Norton Rose Fulbright Canada LLP and by Paul, Weiss, Rifkind, Wharton & Garrison LLP.

EXPERTS

The auditor for the Company is Deloitte LLP, Vancouver, British Columbia. Deloitte LLP is independent with respect to the Company within the meaning of the rules of professional conduct of the Chartered Professional Accountants of British Columbia and within the meaning of the *Securities Act of 1933*, as amended, and the applicable rules and regulations thereunder adopted by the SEC and the Public Company Accounting Oversight Board (United States).

WELL-KNOWN SEASONED ISSUER

On December 6, 2021, the securities regulatory authorities in each of the provinces and territories of Canada each independently adopted a series of substantively harmonized blanket orders, including British Columbia Instrument 44-503 – *Exemption from Certain Prospectus Requirements for Canadian Well-known Seasoned Issuers* (together with the equivalent local blanket orders in each of the other provinces and territories of Canada, the “WKSI Blanket Orders”). The WKSI Blanket Orders came into force on January 4, 2022 and allow “well-known seasoned issuers”, or “WKSIs”, to file a final short form base shelf prospectus as the first public step in an offering, and exempt qualifying issuers from certain disclosure requirements relating to such final short form base shelf prospectus. As of the date hereof, the Company has determined that it qualifies as a “well-known seasoned issuer” under the WKSI Blanket Orders and this Prospectus has been filed pursuant to the WKSI Blanket Orders in each of the provinces of Canada.

PURCHASERS’ STATUTORY RIGHTS

Securities legislation in some provinces of Canada provides purchasers of securities with the right to withdraw from an agreement to purchase securities and with remedies for rescission or, in some jurisdictions, revisions of the price, or damages if the prospectus, prospectus supplement, and any amendment relating to securities purchased by a purchaser are not sent or delivered to the purchaser. Unless otherwise provided in the applicable prospectus supplement, this right may be exercised within two business days after the later of (a) the date that the Company (i) filed the prospectus or any amendment on SEDAR+ and a receipt is issued and posted for the document, and (ii) issued and filed a news release on SEDAR+ announcing that the document is accessible through SEDAR+, and (b) the date that the purchaser or subscriber has entered into an agreement to purchase the securities or a contract to purchase or a subscription for the securities. However, purchasers of Common Shares distributed under an “at-the-market distribution” by TELUS do not have the right to withdraw from an agreement to purchase the Common Shares and do not have remedies of rescission or, in some jurisdictions, revisions of the price, or damages for non-delivery of the prospectus, prospectus supplement, and any amendment relating to Common Shares purchased by such purchaser because the prospectus, prospectus supplement, and any amendment relating to the Common Shares purchased by such purchaser will not be sent or delivered, as permitted under Part 9 of NI 44-102.

Securities legislation in some provinces of Canada further provides purchasers with remedies for rescission or, in some jurisdictions, revisions of the price or damages if the prospectus, prospectus supplement, and any amendment relating to securities purchased by a purchaser contains a misrepresentation. Those remedies must be exercised by the purchaser within the time limit prescribed by securities legislation. Any remedies under securities legislation that a purchaser of Common Shares distributed under an “at-the-market distribution” by TELUS may have against TELUS or its agents for rescission or, in some jurisdictions, revisions of the price, or damages if the prospectus, prospectus supplement, and any amendment relating to

securities purchased by a purchaser contain a misrepresentation will remain unaffected by the non-delivery of the prospectus referred to above.

A purchaser should refer to applicable securities legislation for the particulars of these rights and should consult a legal adviser. Rights and remedies also may be available to purchasers under U.S. law and purchasers may wish to consult with a U.S. lawyer for particulars of these rights.

In an offering of Securities which are convertible, exchangeable or exercisable securities, investors are cautioned that the statutory right of action for damages for a misrepresentation contained in the prospectus is limited, in certain provincial securities legislation, to the price at which the convertible, exchangeable or exercisable securities is offered to the public under the prospectus offering. This means that, under the securities legislation of certain provinces, if the purchaser pays additional amounts upon conversion, exchange or exercise of the security, those amounts may not be recoverable under the statutory right of action for damages that applies in those provinces. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province for the particulars of this right of action for damages or consult with a legal adviser.

Original purchasers of Securities which are convertible, exchangeable or exercisable securities will have a contractual right of rescission against TELUS following the conversion of such convertible or exchangeable such Securities. The contractual right of rescission will entitle such original purchasers to receive, in addition to the amount paid on original purchase of the Warrants, Share Purchase Contracts, Share Purchase or Equity Units, or Subscription Receipts, as the case may be, the amount paid, if any, upon conversion, exchange or exercise, upon surrender of the underlying securities gained thereby, in the event that this Prospectus, the applicable Prospectus Supplement or an amendment thereto contains a misrepresentation, provided that: (i) the conversion, exchange or exercise takes place within 180 days of the date of the purchase of the convertible, exchangeable or exercisable security under this Prospectus; and (ii) the right of rescission is exercised within 180 days of the date of the purchase of the convertible, exchangeable or exercisable security under this Prospectus. This contractual right of rescission will be consistent with the statutory right of rescission described under section 131 of the *Securities Act* (British Columbia), and is in addition to any other right or remedy available to original purchasers under section 131 of the *Securities Act* (British Columbia) or otherwise at law.

DOCUMENTS FILED AS PART OF THE REGISTRATION STATEMENT

The following documents have been or will be filed with the SEC as part of the Registration Statement of which this Prospectus forms a part: the documents referred to under "Documents Incorporated by Reference"; consent of Deloitte LLP; powers of attorney from directors and officers of the Company; the Canadian Indenture; the U.S. Indenture; and the statement of eligibility of the U.S. Trustee on Form T-1. The Form F-X of the Company and the Form F-X of Computershare Trust Company of Canada have also separately been filed with the SEC.

CERTIFICATE OF TELUS CORPORATION

Dated: August 2, 2024

This short form prospectus, together with the documents incorporated in this prospectus by reference, will, as of the date of a particular distribution of securities under the prospectus, constitute full, true and plain disclosure of all material facts relating to the securities offered by this prospectus and the supplement as required by the securities legislation of all of the provinces of Canada.

(signed) DARREN ENTWISTLE
President and Chief Executive Officer

(signed) DOUG FRENCH
Executive Vice-President and Chief Financial Officer

On behalf of the Board of Directors

(signed) JOHN P. MANLEY
Director

(signed) DAVID L. MOWAT
Director