

# WELCOME TO CIBC WOOD GUNDY



## CIBC Wood Gundy Account Information and Disclosures Booklet

This booklet contains the terms of your agreements with us, and disclosures about our products and services and our relationship with you. Please read it carefully and keep it for your records.

December 20, 2023

# A higher degree of personal commitment



Welcome to CIBC Wood Gundy. We're pleased that you've chosen to work with us, and we're committed to helping you meet your long-term financial goals. Together, we'll develop a plan that takes into account who you are today, and what you want for your family and wealth tomorrow.

Our integrated wealth management approach brings together Wood Gundy, CIBC Private Banking, CIBC Private Investment Counsel and CIBC Trust to help make your ambitions a reality. That means your Investment Advisor or Portfolio Manager can provide you with a full range of personalized financial, estate, insurance and retirement planning solutions.

Our service commitment also includes delivering timely information about your investments, like this package. It contains important details about your CIBC Wood Gundy accounts. Please read it and keep it for future reference.

If you have any questions about the information in this package, feel free to call your Investment Advisor or Portfolio Manager. You can also contact Client Relations at [1 800 563-3193](tel:18005633193) or visit [woodgundy.cibc.com](http://woodgundy.cibc.com).

Once again, welcome to CIBC Wood Gundy.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ed Dodig', written over a light blue horizontal line.

**Ed Dodig**

Executive Vice-President and Head  
CIBC Private Wealth Canada and CIBC Wood Gundy

## How to reach us

Phone: Client Relations [1 800 563-3193](tel:18005633193) (English)

[1 866 392-5203](tel:18663925203) (French)

Email: [client.relations@cibc.ca](mailto:client.relations@cibc.ca)

Web: [woodgundy.cibc.com](http://woodgundy.cibc.com)

Mail: CIBC Wood Gundy  
c/o CIBC World Markets Inc.  
Brookfield Place, PO Box 500  
Toronto, Ontario, Canada M5J 2S8

Please include your full contact details, including your account number and the name of your Investment Advisor if you are already a CIBC Wood Gundy client.

# CIBC Wood Gundy relationship disclosure

Expert advice. Exceptional service.

## About this booklet

Understanding your brokerage firm is an important part of making informed decisions about your investments.

This booklet contains the terms of your agreements with us, disclosures about our accounts and services and information about our relationship with you.

It's important that you read this information carefully and keep it for your records. If you still have questions about your accounts or your relationship with us, please speak to your Investment Advisor or Portfolio Manager.

Your signature on your Client Profile confirms that you have received this booklet and understand its contents and the terms and conditions respecting the operation of your account. The most recent booklet is available at [woodgundy.cibc.com](http://woodgundy.cibc.com) or you can request a copy from your Investment Advisor or Portfolio Manager.

## CIBC Wood Gundy relationship disclosure

### Understanding your relationship with us

We are providing you with this relationship disclosure to help you learn more about the products and services that we offer, an explanation of your accounts, the fees we charge for our services and the manner in which we operate.

### Who we are

CIBC Wood Gundy is a division of CIBC World Markets Inc., a subsidiary of CIBC. We're a full-service retail brokerage that offers both advisory accounts and managed accounts. We're a member of the Canadian Investor Protection Fund (CIPF) and the Canadian Investment Regulatory Organization (CIRO), formerly the Investment Industry Regulatory Organization of Canada (IIROC).

### Products and services we offer:

#### Products

- Equities
- Fixed income
- Money market funds and other cash equivalents
- Other mutual funds and investment funds
- Structured products
- New issues
- Options
- Exchange traded funds (ETFs)
- Segregated funds
- Precious metals certificates
- Alternative investment funds (for qualified investors only)

#### Accounts

- Cash
- Margin
- Managed accounts
- Hedge
- Delivery against payment / receive against payment (DAP/RAP)
- Hypothecated
- Registered
- Transaction-based
- Fee-based (advisory and managed)
- Accounts for entities, including corporations, partnerships, estates, trusts and other entities

## Account Types

### Advisory and managed account relationships

Depending on which accounts you choose, you may have an *advisory account* relationship or a *managed account* relationship with CIBC Wood Gundy and your Investment Advisor or Portfolio Manager. Registered accounts can be either advisory or managed.

## Advisory account relationships

When you open an advisory account, you are responsible for the investment decisions for your account. Your Investment Advisor will give you advice to help you make those decisions, but will require your instructions before buying, selling, exchanging, converting or placing other transactions in your account. Your Investment Advisor is responsible for the advice he or she provides.

## Managed accounts

When you open a managed account, someone else (either your Portfolio Manager or the Investment Manager you select) is responsible for investment decisions for your account, based on the information you provide about your personal and financial circumstances, investment needs and objectives, risk profile and investment time horizon for investing. Your Portfolio Manager or Investment Manager does not require your instructions before buying, selling, exchanging, converting or otherwise trading in your account.

We offer three kinds of managed accounts: Investment Consulting Service (ICS) Accounts, Advisor Managed Accounts (AMA) and Advisor Managed Accounts/ Portfolio Partner (AMA-PP).

If you have an AMA or AMA-PP account, you have agreed to grant your Portfolio Manager discretion over the assets in your account.

If you have an ICS account, you direct CIBC Wood Gundy to hire a program manager, who will retain an Investment Manager to manage the investments in your account. You are responsible for selecting your Investment Manager.

If you have enrolled in our Advisor Managed Portfolio Service, you have agreed to grant discretion to your Portfolio Manager to manage your assets across all your managed accounts.

## Account opening documents

The documents you receive when you open an account with us depend on the accounts and features you choose, and the kind of client you are.

The following is a list of our standard documents, but we may provide others. Please ask your Investment Advisor or Portfolio Manager if you have questions.

### 1. Everyone gets this CIBC Wood Gundy account information and disclosures booklet.

This booklet includes:

- your agreement with CIBC Wood Gundy, which governs all of the accounts you have with us
- the Declarations of Trust and Trust Agreements that govern any registered accounts you may have.

### 2. Everyone gets a Client Profile. If you have individual and entity accounts, you'll get more than one Client Profile.

**For individuals**

- a profile that includes your own personal accounts, as well as any accounts you hold jointly with another person, and accounts for your sole proprietorship or informal trust

**For entities**

- a profile that includes only accounts that belong to the entity

### 3. If you have one of these advisory accounts or services, you'll get these additional forms.

**Portfolio Partner Service**

- Portfolio Partner Service Application

### 4. If you have one of these managed accounts or services, you'll get these additional forms.

**Advisor Managed Account / Portfolio Partner (AMA-PP)**

- Advisor Managed Account / Portfolio Partner (AMA-PP) Program Application
- Investment Policy Statement

**Advisor Managed Account (AMA)**

- Investment Policy Statement

**Advisor Managed Portfolio Service**

- Investment Policy Statement

### 5. If you open one of these individual accounts, you'll get these additional forms.

**Account for a sole proprietorship**

- Guarantee agreement

**Locked-in registered account (LIRA, LRSP, RLSP, LIF, LRIF, PRIF or RLIF)**

- Account Amending Agreement

**Education savings plan**

- Canada Education Savings Grant (CESG) Application Form

**Asset Advantage Account (AAA)**

- additional documentation and forms from CIBC

**6. If you open an account for one of these entities, you'll get these additional forms.**

**Partnership**

- Partnership authorization

**Corporation or similar entity**

- Associated party profile
- Corporate resolution
- Guarantee agreement (if required)

**Estate**

- Associated party profile

**Formal or testamentary trust**

- Associated party profile

**Investment club**

- Associated party profile
- Investment club authorization

**Individual pension plan (IPP)**

- Associated party profile
- Statement of investment policies and procedures

**Retirement compensation arrangement (RCA)**

- Associated party profile

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# 1.0 Your agreement with CIBC Wood Gundy

This part of the booklet constitutes your agreement with CIBC Wood Gundy for all of the accounts listed in the Client Profile you signed.

It takes effect on the day you sign your Client Profile, conditional on your managed accounts being approved (if applicable), and cancels and replaces any previous agreement you have with us for those accounts.

It represents your entire agreement with us with respect to its subject matter, except for registered accounts (Retirement Savings Plans, Retirement Income Funds, Tax-Free Savings Accounts and Education Savings Plans). Registered accounts are also governed by a Declaration of Trust or Trust Agreement, which you can find in *Part 2 – Terms for registered accounts*.

If there's a conflict or inconsistency between the terms of this agreement and the terms in the Declaration of Trust or Trust Agreement, the terms in the Declaration of Trust or Trust Agreement will govern.

The words, "execution", "executed", "signed", "signatures" and words with a similar meaning shall be deemed to include electronic signatures, where applicable.

There are no representations, warranties or collateral agreements, whether express, implied or statutory, other than as expressly set out in this agreement and in the Declarations of Trust and Trust Agreements.

CIBC Wood Gundy does not give tax, legal or estate planning advice. If you have any questions about your tax status, please speak to your personal tax advisor.

For Quebec Only: The parties confirm that it is their express wish that this agreement and documents related thereto be drawn up in English. For an agreement entered into on or after June 1, 2023, the parties acknowledge that they had the opportunity to consult the French version of the agreement and confirm that it is their express wish to be bound by the English version of the agreement.

Les parties confirment leur volonté expresse que l'entente et les documents s'y rattachant soient rédigés en anglais. Pour une entente conclue à compter du 1er juin 2023, les parties reconnaissent qu'elles ont eu l'opportunité de consulter la version française de l'entente et confirment leur volonté expresse d'être liées par la version anglaise de l'entente.

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### 1.1.1 Definitions

The following is a list of some important terms used in this agreement and in your Client Profile. You'll find other terms defined where they're used in the booklet.

- *AAA* means CIBC Wood Gundy Asset Advantage Account
- *AMA* means CIBC Wood Gundy Advisor Managed Account
- *AMA-PP* means CIBC Wood Gundy Advisor Managed Account/ Portfolio Partner
- *business day* means a weekday (Monday through Friday) when banks are open for business in the jurisdiction where the account is administered, and does not include statutory holidays
- *CIBC* means Canadian Imperial Bank of Commerce
- *CIBC Group* includes CIBC and its Canadian affiliates that offer deposits, loans, mutual funds, securities trading, portfolio management, investment counseling, mortgages, credit cards, trust services, insurance and other products and services
- *CIBC Wood Gundy* is a division of CIBC World Markets Inc., a subsidiary of CIBC
- *Client Profile* is the document you sign when you open or update your account
- *days* means calendar days, except for ICS and AMA accounts. For these accounts, days means days that the Toronto Stock Exchange and the New York Stock Exchange are open for trading.
- *estate representative* means
  - the person who has demonstrated, with evidence satisfactory to us (which may include letters probate or other court documentation), your death and that this person is the legal personal representative of your estate, including the executor, trustee or liquidator of your estate, and
  - if there is more than one estate representative, all of these representatives collectively
- *ICS* means CIBC Wood Gundy Investment Consulting Service
- *Investment Advisor* means an advisor who requires your instructions before buying, selling, exchanging, converting or otherwise trading in your account
- *Investment Manager* means a third party advisor responsible for investment decisions in ICS accounts. Unless you have enrolled in our Advisor Managed Portfolio Service, you select the Investment Manager for your ICS account. Investment Managers do not require your instructions before buying, selling, exchanging, converting or otherwise trading in your account.
- *IIROC* means the Investment Industry Regulatory Organization of Canada
- *know your client information* means information you give us when you open an account about your personal and financial circumstances, investment knowledge and experience, risk profile, investment needs and objectives and investment time horizon
- *legal representative* means
  - the person who has demonstrated, with evidence satisfactory to us (which may include court documentation), their authority to act for you regarding your property while you are alive, including with respect to any particular transaction, and
  - if there is more than one legal representative, all of these representatives collectively
- *Portfolio Manager* means an Investment Advisor who is approved by IIROC to exercise discretion over investments in your accounts. Portfolio Managers are responsible for investment decisions in AMA and AMA-PP accounts, and do not require your instructions before buying, selling, exchanging, converting or otherwise trading in your account
- *Program Manager* is the program manager for the assets in ICS accounts. The Program Manager hires and supervises the Investment Managers who make the investment decisions for ICS accounts.
- *registered account* means a CIBC Wood Gundy Self-Directed Retirement Savings Plan (RSP), Retirement Income Fund (RIF), Tax-Free Savings Account (TFSA) or Education Savings Plan (ESP)
- *securities* means securities and other investment products, and generally includes
  - common and preferred shares
  - ETFs
  - closed-end funds
  - mutual funds and other investment funds
  - units
  - strip and convertible bonds
  - debentures
  - corporate notes and bonds
  - warrants, rights or variants on equities
  - options (equity, equity-index and currency) and other instruments
  - limited partnership shares or units
  - private placements
  - commodities, commodity futures contracts and commodity futures options
  - T-Bills and other government securities
  - structured products
  - commercial paper, including fixed income securities maturing in 90 days or less
  - bankers' acceptances



- municipal bonds
- asset-backed securities
- GICs and cash (Canadian and foreign)
- *Trusted contact person* means an individual you identify to us whom we may contact in accordance with your written consent
- *we, us and our* mean CIBC Wood Gundy and its employees, including its Investment Advisors and Portfolio Managers, except where we indicate otherwise
- *you and your mean:*
  - *for individual clients* – any or all of the individual account owners that sign the Client Profile. You'll find more information about individual clients in 1.2.1 Individuals.
  - *for entity clients* – any or all of the signing authorities or trustees that sign the Client Profile. You'll find more information about entity clients in 1.2.2 Entities.
  - *for retirement accounts opened on behalf of a minor* – the parent, legal guardian or tutor who opens the account. You'll find more information in 1.2.1.3 Retirement savings plans opened on behalf of minors.

## 1.1.2 Governing law

This agreement is governed by, construed and enforced according to the laws of the jurisdiction in Canada where the branch maintaining your account is located and by the laws of Canada that apply in that jurisdiction. You irrevocably submit to the exclusive jurisdiction of the courts of the province or territory where the branch maintaining your account is located for any matter relating to this agreement.

### For AAA accounts

Sections of this agreement that relate to AAA chequing accounts are governed by the laws of Ontario and the Canadian laws that apply. You irrevocably submit to the exclusive jurisdiction of the courts of Ontario regarding any matter relating to AAA chequing accounts.

## 1.1.3 Making changes to the agreement

We may make changes to this agreement by giving you notice in writing, stating when the changes will take effect. If you continue to use or hold funds or securities in your account once the change is in effect, you are deemed to have agreed with the change.

### For AAA chequing accounts

CIBC may propose to change, either permanently or temporarily, any terms of this agreement that relates to AAA chequing accounts (“AAA Terms”) (including fees, charges or other amounts required to be paid by you under the AAA Terms) or replace the AAA Terms with another agreement, at any time. CIBC will give you notice of the change at least 30 days before the change is stated to come into effect by:

- sending you a notice in writing
- providing the notice by electronic means (including posting a notice in CIBC Online Banking)
- posting the change in the CIBC branch that's listed on your AAA cheques, or

- any other method allowed by law

You may refuse the change by closing your AAA chequing account without cost, penalty or cancellation indemnity by notifying us within 30 days of the effective date of the change.

## 1.1.4 Assigning the agreement

We can assign or transfer this agreement, any part of it, or any of our rights, obligations and duties under it, to another party by notifying you in writing 30 days before the assignment or transfer. The assignee or transferee will be bound by, and we will be released from our obligations under, this agreement. You have the right to close your account within the 30 days before the change goes into effect.

## 1.1.5 Closing your account and ending this agreement

We (or CIBC, for AAA chequing accounts) may close any or all your accounts, freeze your accounts, suspend or modify the provision of a service by notifying you in writing 30 days in advance. We'll complete any transactions that are open on the day the account is closed, and keep enough money in your account to pay for them.

If we close your AAA securities account, you can make arrangements to convert it to another type of account, at our discretion. The terms in this agreement (including terms relating to margin accounts) will still apply.

We may also close or freeze your account, if we reasonably conclude that you have materially breached this Agreement, violated Applicable Law or an Account is subject to irregular, unauthorised, fraudulent or illegal activity, or for any reason at our sole discretion.

Accounts with no activity in your account for an extended period of time greater than 12 months with a zero account balance, will be closed with no notice to you.

If you close a registered account, we may have to deduct withholding taxes. See the Declaration of Trust or Trust Agreement for your registered account for more information, in *Part 2 - Terms for registered accounts*.

Terms in this agreement related to liability, limitations of liability and indemnification survive after the agreement ends. See 1.3.15 *Our limitation of liability and your indemnity* for more information.

### 1.1.5.1 If you close your account

You can end this agreement and close your account at any time by notifying us in writing, unless we have frozen your account (see 1.3.13 *Freezing or closing your account*). Unless we indicate otherwise in this agreement, we'll close your account as of the day we receive your notice.

When you close your account, you must give us written instructions for the assets in the account. Some of the assets can only be redeemed, and you may be charged fees or commissions for their redemption.

Units of certain investment funds, for example, cannot be transferred to another account or dealer. We'll complete any

transactions that are open on the day the account is closed, and keep enough money in your account to pay for them.

If you close your AAA account, you can make arrangements to change your AAA securities account to a regular investment account, at our discretion. The terms in this agreement (including terms relating to margin accounts) will still apply.

### 1.1.5.2 If you close a managed account

We require at least 30 days written notice from you to close a managed account. We'll close your account as of the day we receive your notice, except that we'll complete any transactions that are open on the day the account is closed. When you close your account, you must tell us whether to sell the assets or transfer them to another managed or advisory account. If you don't tell us what to do with your assets, we'll transfer them to an advisory account.

We'll keep enough cash in your managed account to complete any pending trades before transferring or selling the remaining assets.

### 1.1.5.3 If you die, or become disabled, incompetent or incapable of administering property

This agreement does not automatically end, but will continue to apply if you die or become disabled, insolvent, bankrupt, incompetent or incapable of administering your property.

If you have a managed account, we'll continue to act on the account according to the know your client information and Investment Policy Statement that were in place before your incapacity or death, until we receive written instructions from your legal representative or estate representative. See *1.6 Terms for managed accounts* for more information.

We may ask for evidence to our satisfaction of your death, disability, incompetence or incapacity, and of the authority of your legal representative or estate representative, but we're not required to.

If there's a dispute or uncertainty about who is legally allowed to act on your account, we may:

- apply to the courts for direction
- pay some or all of the account assets to the courts and be discharged of our obligations
- recover any legal costs we incur from your account

If you die, we may take any action we consider necessary to protect us from taxes, liabilities, penalty or loss under present or future laws or otherwise (including taking proceedings, requiring documentation, retaining a portion of the account and/or restricting transactions in the account).

If you have a joint account, special rules apply. See *1.2.1.1.4 When one of you dies* and *1.2.1.1.5 If one of you becomes bankrupt, mentally incompetent or incapable of administering property* for more information.

### 1.1.5.4 Digital Signature System

If eligible, you may participate in our digital signature system by consenting to sign your Client Profile and other account documents using your unique electronic signature to evidence your agreement and/or receipt of the document

("Digital Signature System"). Your electronic signature is a unique identifier that you create or adopt according to our requirements, that is attached to or associated with the document presented for signature ("eSignature"). Your eSignature is as valid and legally enforceable as your manual (wet) signature.

You may start your enrolment in the Digital Signature System by contacting your Investment Advisor or Portfolio Manager who will guide you through the enrolment process. To participate in the Digital Signature System, you must provide us with a current valid email address and a current active telephone number (either mobile or home phone). Where permitted by applicable laws and our internal policies, upon your consent to the use of the Digital Signature System, we will notify you by email that you have documents ready for signature, and ask you to verify your identity by a one-time verification code (OTVC). We will send you documents in a manner we determine relating to your account(s) that require that you affix your eSignature at different stages of the document review and approval process and submit the electronically signed documents to us.

By affixing your eSignature to any document, you agree that you authorize us to act on and accept agreements, forms, acknowledgements or instructions that appear to us, in our sole discretion, to have been signed by you using your eSignature. Any such agreement, form, acknowledgement or instruction will be binding on you, and you are responsible for it the same as you would be if you had manually signed the document and delivered it to us.

By using and continuing to use the Digital Signature System, you acknowledge and confirm that (a) you will be the only person who will access any documents sent to you for eSignature at the email address you have provided to us or otherwise through the Digital Signature System; and (b) you will be the only person who will access any OTVC at the cellular phone number that you have provided us to access the Digital Signature System for identity authentication purposes.

You agree to notify us promptly if you suspect or become aware that your eSignature has become compromised or has been used in a way that you have not authorized. You further acknowledge that we may reject or refuse to act on any agreement, form, acknowledgement or instruction signed using an electronic or digital signature that does not comply with applicable laws or our internal policies.

You understand and agree that we may use your verifiable eSignature on any written instruction or authorization, including, but not limited to, the Client Profile, or any other agreement, as a true, complete, valid, authentic and enforceable record, admissible in any judicial or administrative proceeding. You agree not to contest the admissibility or the enforceability of any document with your verifiable eSignature in any proceeding between you and CIBC.

There may be documents that you are unable to sign electronically, and we will inform you that those documents are required to be signed by wet-signature on paper. In that case, you may not use the Digital Signature System but you may print out and manually sign and return the paper documents to us.

You may revoke your consent to receive your documents electronically at any time by notifying us in writing or through your Investment Advisor or Portfolio Manager.

## 1.1.6 Other terms of your agreement with us

### 1.1.6.1 Headings

Headings and sections are part of this agreement and affect its interpretation.

### 1.1.6.2 Severability

If a court of competent jurisdiction determines that any part of this agreement is invalid, illegal or unenforceable, that part of the agreement will be severed, and the rest of the agreement will remain in full force and effect, so long as the economic or legal substance of this agreement is not affected in any way that is materially adverse to you or us.

### 1.1.6.3 Waiving terms

Only an authorized officer of CIBC Wood Gundy (or CIBC, for AAA chequing accounts) can waive a term of this agreement, and the waiver must be in writing. If at any time we don't require you to abide by any term of this agreement, we still have the right to require you to do so in the future and all of our other rights will remain the same. Waiving a breach of any term of this agreement does not mean we are waiving the term itself.

### 1.1.6.4 Conflicts with other agreements

If there's a conflict or inconsistency between the terms of this agreement and the terms of any other agreement that applies to your accounts with us, the terms of this agreement will govern, unless it's a registered account.

The terms of a registered account's Declaration of Trust or Trust Agreement will always govern your registered account (see *Part 2 - Terms for registered accounts*).

### 1.1.6.5 Binding

This agreement is binding on you, your heirs, successors, estate representatives, personal and legal representatives and any person you assign your rights and obligations to with our consent.

### 1.1.6.6 Counterparts

This agreement may be signed in counterparts, each of which when so signed and delivered shall be an original and which together shall constitute one and the same instrument.

## 1.2 Types of account owners

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## 1.2.1 Individuals

Individuals are clients who open accounts for themselves, for their personal use.

### 1.2.1.1 Joint accounts

If two or more people open an account together, it is a joint account, and you are each joint account owners. We do not provide legal or tax advice about joint accounts, and recommend you seek legal and tax advice about whether opening a joint account is appropriate for you.

#### 1.2.1.1.1 Giving instructions for joint accounts

We can accept instructions for a joint account from any one joint account owner, without having to inform the other joint account owners, including instructions to:

- buy, sell, trade in or exercise any right related to securities (including short sales and options), and carry out other transactions in the account
- withdraw or transfer money or securities from the account
- deliver any payment, securities and other property to an account other than the joint account
- redirect statements to another address
- change the address for receiving information we send to you
- settle, compromise, adjust and give releases for any and all claims, demands, disputes or controversies relating to the account
- respond to requests and demands for payment or securities due, notices of intention to sell or purchase and other notices and demands

We may not verify the purpose or propriety of instructions we receive. We may, however, ask for instructions from all joint account owners, at our discretion. We may refuse to accept instructions if we believe it's necessary for our protection, or for any other reason.

Joint account owners are responsible for giving us up-to-date information on anyone who is authorized to give instructions on the account. We accept instructions from the most current authorized persons we have on file for the account. We are not liable for any losses that may be incurred in the account if we do not have up-to-date information. See *1.3.15 Our limitation of liability and your indemnity* for more information.

If you have a joint education savings plan, all joint subscribers must sign the government transfer forms.

If you have a AAA account, see *1.4.5 Asset Advantage Accounts (AAA)* for special rules about joint chequing accounts.

**Important to note:** Right of survivorship does not apply in Quebec.

### 1.2.1.1.2 Liability arising from joint accounts

You are all individually and jointly responsible (solidarily liable, in Quebec) for any loss, claim, damage, expense or liability resulting from any representations any of you make to us, and for any amounts you owe, including any amounts you owe to CIBC for your AAA chequing account. See *1.3.15 Our limitation of liability and your indemnity* for more information.

### 1.2.1.1.3 Statements and reporting

We'll send account statements, confirmations, margin calls, notices and other information to one of you, at the address designated by you as the address to which to send written communications. You agree that any written communication sent to the account mailing address shall be deemed to have been personally received by all joint account owners. If you ask us, we'll deliver a duplicate statement to another joint account owner. We may, however, provide account information including forms, correspondence, confirmations, statements, vouchers and balances to any joint owner upon request, including information about the account before the account became a joint account.

### 1.2.1.1.4 When one of you dies

When a joint account owner dies:

1. This agreement will continue to apply.
2. All property in the account, and all income and interest it earns, is subject to the right of survivorship, and will automatically become the property of the remaining joint account owners without further action.
3. One of the remaining joint account owners must immediately notify us in writing, with a certified copy of the death certificate or a notarized copy of the relevant letters probate or letters of administration and a letter of direction for the account.
4. The estate of the joint account owner who died will be jointly and severally responsible (solidarily liable, in Quebec), along with the remaining joint account owners, for all obligations and liabilities in the account and under this agreement, including any amounts owed to us (or CIBC, if you have a AAA account) as a result of any transactions

in progress before we receive notice of the joint account owner's death.

5. Anyone making a claim against the estate of a deceased account holder must deal directly with the remaining joint account owners.

If the estate representative of a deceased joint account owner asks for any documents or other information about the account that the deceased joint account owner would have been entitled to, we'll provide the estate representative with those documents or information regarding the joint account until (and including) the day the joint account owner died (for joint accounts with right of survivorship). For accounts without a right of survivorship, we'll provide information about the account for as long as the estate representative has rights to the account. This includes account forms, correspondence, transactions, statements, vouchers and balances, among other things.

### 1.2.1.1.5 If one of you becomes bankrupt, mentally incompetent or incapable of administering property

This agreement will continue to apply when any joint account owner becomes bankrupt, incompetent or incapable of administering his or her property.

### 1.2.1.1.6 Legal representatives

A legal representative appointed for a joint account owner (which can include, among others, someone appointed under a power of attorney or a representative if you're considered mentally incompetent or incapable) will have the same rights, responsibilities and obligations as the joint account owner, unless we determine otherwise. We may act on instructions we receive from a legal representative who is acting on behalf of a joint account owner just as we would if we received the instructions directly from the joint account owner.

### 1.2.1.2 Informal trusts

When you open an account on behalf of an informal trust, we:

- are not bound by and have no responsibility to follow the terms of any verbal, implied or constructive trust or agency that may exist between you and any beneficiary of the trust or any principal
- can act on your instructions or the instructions of any representative you authorize, but you are responsible and liable for your representative's actions
- will not verify instructions we receive for the account
- are not responsible for making sure that investments comply with investment restrictions in any trust or agency document, or with federal laws or the laws of any province or territory that apply

We do not provide tax or estate planning advice. We recommend you seek professional legal and tax advice about establishing and operating a trust. See *1.3.15 Our limitation of liability and your indemnity* for more information.

### 1.2.1.2.1 Information for tax reporting

We'll ask you for a social insurance number or trust account number for tax reporting for the account.

If you give us the social insurance number of the account's beneficiary (or principal), you acknowledge that the account is their property and that:

- if the beneficiary (or principal) is a minor, we'll only deal with them (not you) once they become of legal age. They will have to provide us with identification and sign our account documentation.
- if the beneficiary (or principal) is not a minor, we'll only deal with them (not you) once they provide us with identification and sign our account documentation.

If you give us your social insurance number, our tax reporting on the account will be based on that number and we will not change it to any other tax reporting number.

If you do not give us a social insurance number or a trust account number and choose to provide one later, we will not change any previous tax reporting.

### 1.2.1.3 Retirement savings plans opened on behalf of minors

You must be the parent, legal guardian or tutor of a minor annuitant to open a registered retirement savings plan account on their behalf.

We'll only accept instructions from you to operate the account until the minor annuitant reaches the age of majority. From that date on, we'll only accept instructions from the annuitant, who must complete a new Client Profile and enter into an agreement with us for that account

You're liable to us under this agreement personally, not as a trustee. You acknowledge that we do not provide tax advice and did not solicit the opening of the account.

See 1.3.15 *Our limitation of liability and your indemnity* for more information.

### 1.2.1.4 Special information for clients who live (or move) outside Canada

It's our policy not to ask clients who reside outside Canada to open accounts with us.

If you move outside of Canada, even temporarily, we may not be permitted to provide services to you, or the services we are permitted to provide you may be limited, and you may have to close your accounts. You're responsible for any withholding taxes that may arise.

If you've opened an account with us and live outside Canada, you agree that your account agreement is governed by the laws of the Canadian province or territory where the branch administering your account is located, not by the laws of the country you reside in.

The country you live in may require you to withhold tax on any interest payments you make to us:

- If you're required to withhold tax from your interest payments to us, you must immediately pay the amount you have deducted to the relevant tax authorities and gross up or pay an additional amount to us to ensure that the full amount of interest charged has been paid

- If we're assessed tax, interest or a penalty on interest payments you owe us, you must immediately pay us the full amount of the tax, interest or penalty assessed

### 1.2.1.5 Special information for clients who live (or move) to the United States

If you move to the United States, we may not be able to continue servicing your accounts as we are restricted by US federal and state securities laws in our ability to transact business with persons in the United States. In defined circumstances, we are permitted to provide certain services to persons resident in the US. Such clients should be aware that Canadian RRSP, RRIFs and similar retirement accounts are not regulated under US securities laws and we are not subject to the full regulations governing broker-dealers under US federal and state securities laws.

## 1.2.2 Entities

Entity clients are businesses or other kinds of entities. We'll open accounts for:

- corporations and similar entities
- estates
- individual pension plans (IPP)
- partnerships
- retirement compensation arrangements (RCA)
- investment clubs
- trusts
- charitable organizations
- foundations and associations

### About signing authorities

There must be one or more signing authorities (including partners, trustees or estate representatives) listed for the entity's accounts. Signing authorities are listed on the entity's Client Profile. You confirm that the entity or its governing documents have authorized you to open accounts and enter this agreement with us and you've signed or given us documentation to this effect. You also confirm that all signing authorities have received a copy of, and have read, understood and agreed to the terms in this booklet.

### Instructions

We may act on instructions from the entity's current signing authorities regarding all aspects of the entity's accounts. This includes delivering any payment, securities and other property to an account other than the entity's accounts, and redirecting statements to another address.

We may not verify the purpose or propriety of instructions we receive. We may, however, refuse to accept the instructions if we believe it's necessary for our protection, or for any other reason. We may also ask for instructions from all signing authorities together for any reason. We are not liable for any losses that may be incurred in the account when we act on a signing authority's instructions, or if we do not have up-to-date information.

It's your responsibility to make sure:

- the signing authority, trustee or executor has been operating the account according to the entity's governing documents, trust deed or estate documents, by-laws, or charter, as applicable;
- any services we provide (including opening a managed account, engaging an Investment Advisor, Portfolio Manager or Investment Manager, extending margin or allowing option trades) are permitted by the terms of the governing document;
- charges we or other parties apply are allowed by the terms of the entity's governing documents, trust deed, estate documents, by-laws, or charter, as applicable;
- you have provided us with up-to-date information about signing authorities for the entity's accounts.

See *1.3.15 Our limitation of liability and your indemnity* for more information.

### 1.2.2.1 Trusts

The terms in this section apply if you are the trustee and to individual pension plans and retirement compensation arrangements.

We offer accounts for three kinds of formal trusts:

- formal inter-vivos trusts
- testamentary trusts
- blind trusts

We are not bound by and have no responsibility to follow the terms of the trust or any verbal, implied or constructive trust or agency that may exist between you and any beneficiary of the trust.

#### Blind trusts

A blind trust is a discretionary account set up for individuals who, as a result of their employment, may find themselves in a potential conflict of interest situation. The beneficiary cannot make any investment decisions or know any information about the contents of the account other than the account value. A trustee is appointed to have full authority over the account on behalf of the beneficiary.

#### 1.2.2.1.1 Instructions

We may act on your instructions or the instructions of any representative authorized in writing in accordance with the trust. You and the trust are responsible and liable for the actions of any representatives. We are not the trustee, or an agent for the trustee or for any beneficiary of the trust, and we are not liable if you fail to carry out any obligations under the trust.

We will not verify the instructions we receive, and we are not responsible for making sure that investments comply with the investment restrictions in any trust or agency document, or with federal laws or the laws of any province or territory that apply.

If the account is a managed account, we'll comply with the investment restrictions you've identified.

### 1.2.2.2 Estates

The terms in this section apply if you're an estate representative that has opened an account on behalf of an estate.

#### 1.2.2.2.1 Instructions

We may act on your instructions, or the instructions of any representative authorized in writing in accordance with the will or other estate document, and the laws governing the administration of the estate. You're responsible and liable for the actions of any representatives.

We will not verify the instructions we receive, and we are not responsible for making sure that investments comply with investment restrictions in the will or other estate documents, or with federal laws or the laws of any province or territory that apply.

If the account is a managed account, we'll comply with the investment restrictions you've identified.

#### 1.2.2.2.2 Our duties and responsibilities for estate accounts

Our duties and responsibilities are limited to those described in this agreement. We do not act as an estate representative or an agent for the estate or for any beneficiary of the estate, and we are not liable if you fail to carry out any obligations under the estate.

### 1.2.2.3 Individual pension plans (IPP)

When you open an account on behalf of an individual pension plan, the terms in this section and *1.2.2.1 Trusts* apply.

When you open an account on behalf of an individual pension plan (the plan), you're responsible for ensuring that the account's assets are invested according to the CIBC Wood Gundy Individual Pension Plan Statement of Investment Policies and Procedures, and the pension legislation that applies. You confirm that you're authorized to open the account and to give us instructions for the plan's assets.

If you have an ICS or AMA account, you acknowledge that any discretion you have granted us to manage all or part of the account may be delegated to an Investment Manager or Portfolio Manager, including one who is affiliated with or related to us. See *1.6.1 Terms that apply to ICS, AMA and AMA-PP accounts* for more information.

If there's a change in pension legislation or in the plan's investment mandate that makes a fund or ICS or AMA strategy no longer an eligible investment, you must tell us to switch the plan's assets to a different fund or strategy.

#### 1.2.2.3.1 Reporting

We do not provide tax reporting for the account or for any filings the plan is required to make. You authorize us to share information about the account (including monthly account statements) with the plan's actuary, to be used to monitor contributions, withdrawals and investments. The actuary is listed in the plan's Client Profile.

### 1.2.2.3.2 Plan funding

The plan's administrator and you as trustee – and not CIBC Wood Gundy – are responsible for making sure the required contributions are made to fund the plan, without exceeding the maximum amount allowed by law.

### 1.2.2.3.3 Structure and administration

You confirm that the trust and the plan were formed in compliance with, registered in accordance with, are administered under, and will continue to comply with the terms of the trust, and all applicable laws, regulations, rules, orders, directions or guidelines of all applicable government bodies or authorities of Canada and each province and territory, including tax authorities.

You agree that you or the plan's administrator have retained someone other than us to advise you on the following:

- registration
- administration
- actuarial funding policy
- documentation
- regulatory and tax filings
- compliance with applicable laws.

We do not provide legal or other advice on these matters.

### 1.2.2.3.4 Our duties and responsibilities

You acknowledge that our duties and responsibilities are limited to those set out in this agreement. We are not the plan's trustee, or an agent for the plan's administrators or for any employee for whom the plan has been established, and we are not liable if the plan's administrator fails to carry out any obligations to you or the plan's beneficiaries.

## 1.2.2.4 Retirement compensation arrangements (RCA)

When you open an account on behalf of a retirement compensation arrangement, the terms in this section and 1.2.2.1 Trusts apply.

### 1.2.2.4.1 Your role and responsibilities

You're the RCA's custodian as defined under "retirement compensation arrangement" in subsection 248(1) of the Income Tax Act (Canada).

You and the RCA's administrator are responsible for:

- ensuring the RCA qualifies as a "retirement compensation arrangement" under the Income Tax Act (Canada)
- making contributions to the RCA, and ensuring contributions are "reasonable" (ensuring the RCA isn't reclassified by tax authorities as a "salary deferral arrangement", which could have substantial negative tax consequences)
- deducting and remitting taxes to the Canadian tax authorities
- withholding income taxes
- filing tax returns for distributions and filing any other returns or forms with the Canadian tax authorities

- getting independent legal and tax advice about the RCA and your account with us.

### 1.2.2.4.2 Our duties and responsibilities

You're retaining us to open an account for the RCA. Our duties and responsibilities are limited to trading, securities safekeeping and investment services. We are not the RCA's custodian or its administrator.

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### 1.3.1 Opening your account

When you open an account with us, we ask you about your personal and financial circumstances, investment knowledge and experience, risk profile, investment needs and objectives, investment time horizon for the account and related information. This is called **know your client information**. Securities regulators ask us to collect this information. We use it to determine whether investment actions we make, or you want to make or that we may recommend to you are suitable and put your interests first.

This information appears in your Client Profile and in an Investment Policy Statement for AMA and AMA-PP accounts, and our Advisor Managed Portfolio Service. You must read and sign your Client Profile when you open your account. You must read and sign the Investment Policy Statement and it must be approved by AMA program management before we can open an AMA or AMA-PP account or sign you up for our Advisor Managed Portfolio Service.

You'll receive a copy of your Client Profile and your Investment Policy Statement (if you have one) during the account opening process, and receive updated versions whenever your information changes. Please keep them for your records. You also agree to provide us with additional information we request and will sign an updated Client Profile or Investment Policy Statement if required.

### 1.3.1.1 Determining suitability

#### Advisory accounts

We determine whether investments are suitable for you based on the information you've provided to give you recommendations and advice about investment actions that are suitable for you and in your best interest, but you make your own investment decisions. We and your Investment Advisor are not responsible for investment advice given or recommendations made based on information you provided that is incorrect or incomplete.

If you have agreed that suitability for your accounts should be assessed across all your accounts in aggregate, rather than on an individual, account-by-account basis, we and your Investment Advisor will assess the suitability of investment actions for your portfolio as a whole. This means that there may be times where individual investment actions are not consistent with the objectives of a specific account, but when considered in the context of all of your accounts together, are suitable for you and in your best interest.

Your Investment Advisor will determine that any investment action we take or recommend for you puts your interest first and are suitable for your account, or, if you have asked for your accounts to be assessed on an aggregate basis, across all your accounts, including when:

- securities are received into or delivered out of your account by way of deposit, withdrawal or transfer
- there is a change in the Investment Advisor responsible for your account
- we become aware of a change in the know your client information you've provided that could result in your account not being suitable for you
- we become aware of a change in a security in your account that could result in your account not being suitable for you
- we periodically review your know your client information, which will be no less than once every 36 months.

Events not listed here will not trigger a review of the suitability of your investments.

#### Managed accounts

For Managed Accounts, your Investment Advisor, Portfolio Manager (or the Investment Manager you select) will rely on your know your client information to give you advice and recommendations, and are not responsible if they act on information you provide that is incorrect or incomplete.

If you have agreed that suitability for your accounts should be assessed across all your accounts in aggregate, rather than on an individual, account-by-account basis, we and your Investment Advisor will assess the suitability of investment actions and decisions we make for your portfolio as a whole. This means that there may be times where individual investment actions are not consistent with the objectives of a specific account, but when considered in the context of all of your accounts together, are suitable for you and in your best interest.

Your Investment Advisor or Portfolio Manager will determine that any investment action we take, recommend or decide on for you puts your interest first and is suitable for your account, or, if you have asked for your accounts to be assessed on an aggregate basis, across all your accounts, including when:

- securities are received into or delivered out of your account by way of deposit, withdrawal or transfer
- there is a change in the Portfolio Manager or Investment Manager responsible for your account
- we become aware of a change in the know your client information you've provided that could result in your account not being suitable for you
- we become aware of a change in a security in your account that could result in your account not being suitable for you
- we periodically review your know your client information, which will be no less than once every 12 months.

Investment Advisors and Portfolio Managers regularly review the suitability of your investments for your accounts as part of the managed account services.

### 1.3.1.2 Insiders, control persons and industry professionals

You must tell us if you are, become or cease being one of the following:

- an insider of a publicly traded company or of a company that is a reporting issuer under securities laws (which is a director or senior officer of a company or of a subsidiary corporation; a person or company owning, directly or indirectly, or controlling more than 10% of the voting shares of a corporation; a director or senior officer of a company which is itself an insider of a corporation by virtue of owning or controlling more than 10% of the voting shares of that corporation).
- a control person who alone or together with others, holds a sufficient number of the voting rights attached to all outstanding voting securities of an issuer to materially affect the control of the issuer, and, if a person or company holds more than 20% of the voting rights attached to all outstanding voting securities of an issuer.
- an employee, officer, director, shareholder, associate or affiliate of IIROC, an exchange or an exchange's affiliate.

We need information about your status as an insider so your Investment Advisor knows whether you may be subject to trading restrictions. You're responsible for keeping track of your trading blackout periods and meeting your obligations to file information about your trades with the relevant securities regulator.

If you are an insider of a company, you can buy its securities in your advisory accounts subject to any securities law restrictions on you. Your Portfolio Manager or Investment Manager will not, however, buy securities of any company you are an insider of if you have managed accounts (see *1.6.1.3 Investment restrictions* for more information).



### 1.3.2 Giving us instructions

We're open for business during regular local business hours, but we can execute an order to buy or sell securities any time a relevant exchange is open for trading, even though we may not be open for other business.

You can give instructions in person or by telephone, mail, email, fax or hand delivery. If you requested it when you completed your Client Profile, you can fax or email instructions or information to us about your accounts, property, investments or any other services or products we provide. We have discretion as to whether we will accept instructions from you by fax, email, or telephone and may ask you to provide written instructions before we make transactions in your account. We do not accept trading instructions by email.

Any notices or other communications you send us by mail, courier or hand delivery must be sent to the branch address on your most recent monthly statement. We'll consider that you have given us the notice or communication when we receive it.

We may refuse to carry out any instruction, including an order to buy or sell a security or to deposit or withdraw securities or money from your account, without notice to you if we consider it necessary for our protection or for any other reason.

We do not have to act on communications from you if:

- we are not sure if they came from you
- we are not sure if they are accurate
- we do not understand them.

Any communication that we accept and act on will be considered valid even if it did not come from you or your representative, was not properly understood by us, or was different from a communication you've already sent or you send later.

### 1.3.3 Authorizing other people to give us instructions

We may accept instructions from your legal representative (such as your attorney for property, your trading authority, your guardian or committee appointed by the court or statute or another duly authorized party) if that person can provide proof, satisfactory to us, that he or she is legally authorized to act on your account on your behalf, and we are satisfied with this proof. We may require a court order to prove the person has the appropriate authority. We may also refuse to act on instructions from your legal representative at our discretion.

Your legal representative includes the person you appointed as your attorney for property, your trading authority, your guardian or committee appointed by the court or statute or another duly authorized party. If you appoint an attorney or trading authority, that person's right to act on your behalf will be subject to the conditions or limitations in the power of attorney document or in the trading authorization. For example, the person you appoint as trading authority will not be permitted to withdraw cash or securities from your account, or transfer them to another account that is not in your name.

If you appoint an attorney or trading authority, that person's right to act on your behalf will be subject to the conditions or

limitations in the power of attorney document or in the trading authorization.

Unless the document appointing your legal representative specifically states otherwise, your legal representative may provide us with your know your client information and we may rely on that information.

However, we may, at our discretion, require you to provide us with your know your client information directly (unless you are incapable).

If there is a dispute about who is legally allowed to act on your account, we may:

- insist on being provided with joint instructions by all parties who claim they are entitled to act on your account
- apply to the courts for direction
- pay some or all of the account assets to the courts and be discharged of our obligations
- recover any legal costs we incur from your account.

If we receive conflicting instructions from joint account owners or from authorized individuals on your account, we may do any of the following: (a) choose which instructions to follow and which to disregard; (b) suspend trading activity in the account until written instructions signed by all authorized authorities of the account are received; and/or (c) take any legal actions we deem necessary to protect our interests.

### 1.3.4 Trusted Contact Person and Temporary Holds

If you provide us with the name and contact information for a trusted contact person, we may contact and share information about you and your accounts with your trusted contact person to protect your financial interests if we're concerned about your mental capacity to make decisions involving financial matters or suspect you're being financially exploited, to confirm your contact information if we're unable to reach you and we think that's unusual, or to locate your legal representative(s).

If we suspect that you're being financially exploited or have concerns about your mental capacity to make decisions involving financial matters, we may place a temporary hold on the purchase or sale of a security or on the withdrawal or transfer of cash or securities from your account. We will notify you of such a temporary hold, and will notify you again within 30 days of placing the temporary hold and within every subsequent 30 days until the temporary hold is revoked.

### 1.3.5 Buying, selling and holding securities

When we carry out a transaction for your account, we follow the constitutions, by-laws, rules, rulings, regulations, customs and usages of the exchange or marketplace where the transaction is executed (including over-the-counter and broker-to-broker markets), the IIROC and any clearing house and regulatory body that has jurisdiction, as well as our own internal rules and practices.

These are referred to in this agreement as *trading rules*.

When you buy securities for your account, you need to make sure there is enough cash or available margin in your account (if

you have a margin account) on the settlement date to cover the full amount of the transaction. The settlement date is usually two business days from the day you place your order, but it could be sooner. We will not deliver securities you buy into your account until we receive them from the seller.

You can only sell securities that you own or will own on the settlement date, unless you have a margin account. If you do not own the securities you want to sell, you will need to have enough margin available in your account to cover the sale, and tell us that you are making a short sale. See *1.4.2 Margin and short accounts* for more information about margin accounts.

When you sell a security, you must provide any documents or signatures required by the trading rules.

We are not required to deliver the same securities or share certificates you deposited with us or that we received for your account, as long as we deliver the same kind of securities, for the same amount. We cannot guarantee delivery of certificates or securities when the transfer agent or registrar cannot provide them.

If you want to sell securities registered in your name that you hold for safekeeping in another location, sign the certificates and deliver them to us, in negotiable form, on or before the settlement date (negotiable form means transferable by endorsement or delivery). If you do not deliver the certificates on time, do not properly sign them, or do not provide all documents and signatures required to constitute "good delivery" under the trading rules, we can buy or borrow securities of the same kind and amount, deliver them to the buyer instead, and charge you for our losses and expenses.

Unless you tell us otherwise, we'll hold securities you buy and the proceeds of securities you sell. We will credit your account with dividends and interest paid on securities we hold, and with principal paid on called or matured securities, according to our customary practices.

We are not required to hold securities that have any kind of trading or transfer restrictions. If we do, it is at our sole discretion and at your risk.

If you deliver a security to us, we may ask you for additional documentation, and reserve the right not to accept it. If you deliver a security to us to hold in a managed account, you must be the beneficial owner of the security, and complete all additional documents, as required.

### 1.3.5.1 Defunct securities

Securities in your account that become defunct or cease to exist because the issuer is wound-up or dissolved may be removed at any time from your account, and will appear as a transaction in your statement that month. You may be eligible to claim a disposition for tax purposes as of the date that they became defunct. If you have any questions about the tax implications of defunct securities, please contact your tax advisor.

### 1.3.5.2 Unclaimed or abandoned property

If your account or the assets in your account becomes abandoned or unclaimed, as defined under applicable legislation, we may, after making reasonable efforts to contact you, take whatever steps are required under applicable

legislation including selling the unclaimed assets and holding the cash proceeds.

### 1.3.5.3 Holding securities in AMA and AMA-PP accounts with a third party nominee

If you arrange with us to have securities in AMA and AMA-PP accounts held by a third party nominee, you agree:

- to require the nominee to follow our directions at all times, including our instructions to debit the account to pay our management fees and to liquidate or redeem investments to pay investment management fees
- not to withdraw any securities or funds held by a third party nominee without notifying us 10 days in advance.

### 1.3.5.4 Foreign currency transactions

If you make a trade involving a security, or have received corporate entitlements such as dividends or interest from an issuer of securities, which are denominated in a currency other than the currency of the component of the Account in which the trade is to settle (Foreign Trade), a conversion of currency shall be required. In all such transactions and at any time a conversion of currency is made, we or one of our affiliates will act as principal in converting the currency at rates established or determined by us or parties related to us. In performing this function, CIBC Wood Gundy and related parties will earn spread-based revenue (Spread), in addition to any commission or fees applicable to the Foreign Trade or the Account. The Spread is based on the difference between the rate we and our affiliates obtain and the rate you receive.

### 1.3.6 Making deposits

You can make deposits to your account at any CIBC Wood Gundy office in Canada. CIBC Wood Gundy branches accept Canadian and US dollar cheques and other instruments, but do not accept cash.

You can deposit cash, cheques and other instruments (in Canadian dollars only) to your AAA chequing account at any CIBC branch in Canada. See *1.4.5 Asset Advantage Accounts (AAA)* for more information about making deposits to AAA chequing accounts.

### 1.3.7 Making withdrawals

For managed accounts, we set a minimum amount for withdrawals. You must give us at least 10 days' notice before you make a withdrawal, including a withdrawal of a specific security. We may require more notice if market conditions are unusual, or there are redemption restrictions, freezes or pending block trades.

For registered accounts, we may be required to deduct withholding taxes when you make a withdrawal. See the *Declaration of Trust or Trust Agreement for your registered account* for more information, in *Part 2 – Terms for registered accounts*.

### 1.3.8 Pre-authorized transactions

We can set up pre-authorized transactions with other banks or other financial institutions you deal with to automatically

deposit and withdraw money from your bank accounts. Please ask your Investment Advisor for more information.

### 1.3.9 One-time transfers

You can request one-time transfers from your bank account to your CIBC Wood Gundy account (called *on demand* transfers) by phone or in writing. We need your authorization for each on demand transfer. Transfers may only be made between accounts with the same beneficial owner. Please ask your Investment Advisor for more information.

### 1.3.10 Credit and debit balances

Any cash you hold in your account is your credit balance. In non-registered accounts, we do not segregate credit balances or hold them separately, and we may use them in the normal course of our business. Any amount you owe us is your debit balance. You cannot have a debit balance in a registered account.

We may pay you interest on your credit balance, and will charge you interest on your debit balance. No interest is paid or charged when the credit or debit balance is less than \$5.00 (less than \$1.00 for credit balances only in registered accounts). CIBC will not pay you interest on credit balances or charge interest on debit balances in your AAA chequing account, because any credit or balance is transferred to your AAA securities account at the end of every business day. See *1.4.5 Asset Advantage Accounts* for more information.

Interest on credit and debit balances is calculated daily. Interest on debit balances is charged to your account monthly, based on the closing debit balance.

We begin calculating interest on debit balances as soon as there is a debit balance outstanding in your account (there is no grace period). Interest accrues from the 16th day of the previous month until and including the 15th day of the current month, and is posted to your account the following day.

The interest rates we use to calculate interest on credit and debit balances are based on several factors, including the current prime rate, prevailing rates in the market, and the revenue we may earn. Some interest rates are subject to minimum balances, as set out above. Our rates and the terms they are based on may vary according to the size of the debit or credit balance and we may change them from time to time at our sole discretion without further notice to you.

You can access our current interest rates by asking your Investment Advisor or visiting our website ([woodgundy.cibc.com/en/rates.html](http://woodgundy.cibc.com/en/rates.html)). Current interest rates also appear on your monthly statements if you've incurred a charge or received a credit.

You agree that all credit balances, money and other property credited to your non-registered accounts will be considered a financial asset under the securities transfer legislation that applies in each jurisdiction in Canada where we do business.

## 1.3.11 Statements, confirmations and notices

### 1.3.11.1 Written communication

We'll send written communications, including statements, notices and confirmations, to the most recent address you have given us. We send communications for joint accounts only to the owner listed first on the statement.

We'll consider that you have received written communications as follows (whether you actually receive them or not):

- if we send the communication by prepaid mail, on the third business day after the date on the postmark
- if we deliver it to you by hand, on the day we deliver it.

*Be sure to tell us when you change your address.*

### 1.3.11.2 Telephone, fax and email

We can communicate with you about your account by telephone, fax and email at any number or electronic address you provide, and you agree that we may send you confidential information by these means. We will consider that you received the communication (whether you actually received it or not) on the day we sent it, or the next business day if we do not send it on a business day. We may contact you outside of business hours for time-sensitive matters.

### 1.3.11.3 Statements and other reporting – AAA accounts

We'll send you a monthly AAA statement that lists activity in your securities and chequing accounts, and a trade confirmation of each purchase or sale in your advisory securities account.

The statement will show:

- all trades in your AAA securities account
- interest earned on credit balances
- margin loans outstanding at the end of the period, payments received and interest charged
- deposits
- cheques honoured or returned
- a summary description of other transactions, including draft purchases and cash advances
- interest and service, transaction, activity and other charges related to AAA.

### 1.3.11.4 Statements and other reporting – advisory and managed accounts

We produce and send a comprehensive account statement at the end of every month you make a transaction, or we have modified the balance of securities or cash in your account, or you request to receive a statement on a monthly basis. Regardless of account activity, we produce and send you a statement every quarter.

For advisory accounts, we send you a trade confirmation every time you make a trade. For trades that are part of a systematic withdrawal plan (SWP) or plans such as dividend reinvestments, we will send a trade confirmation for the initial trade and not for subsequent trades. For managed accounts, we will only send you a trade confirmation if you ask us in writing.

You're responsible for reviewing the statements and trade confirmations we send you, and advising us of any errors, omissions or unauthorized transactions within the time set out on the statement or trade confirmation.

#### 1.3.11.4.1 Reports for ICS and AMA accounts

##### Quarterly portfolio review

We send a consolidated portfolio review once every calendar quarter. It includes a comprehensive review of all of your ICS and AMA accounts, including performance information and commentary provided by the Investment Manager for each ICS strategy.

##### Realized gain/loss report

We send a realized gain/loss report once a year. The report for individual clients, which we send in March, lists all sell transactions in your non-registered accounts during the year, and the related gain or loss. The report for entity accounts lists all sell transactions during the reporting period, including book values and gain/loss. It's available on an off-calendar basis for accounts with a year-end other than December 31.

##### Annual fee summary

We send a fee summary once a year, which includes a summary of all fees and sales taxes charged or credited in each of your accounts during the year.

#### 1.3.11.5 Performance reporting and benchmarks

We'll provide you with an annual performance report that details the changes in your account value and the return on your investments.

If you have questions about the performance of your accounts, speak to your Investment Advisor or Portfolio Manager about reports that can be created for you.

##### Benchmarks

It's important to consider many things when assessing a portfolio's performance, including its returns, risks, the fees it pays and other things.

Benchmarks are frequently used as a standard for evaluating the performance of a portfolio. A benchmark is one or more indexes that are representative of the asset allocation of the portfolio and the securities it holds. You cannot invest directly in an index, however, and they do not include fees, expenses, taxes or other expenses that would otherwise reduce the performance of the benchmark.

#### 1.3.11.6 Viewing statements online

We automatically mail account statements, but you can ask to view them online instead. If you consent, we may enroll you in our CIBC Wood Gundy Online (WGOL) service which is a private and secure Internet-based service where you can access account statements, tax documents, trade confirmations, research reports and market data. Once enrolled in WGOL, you will be able to choose which documents you want to receive by paper or electronically. Please ask your Investment Advisor

or Portfolio Manager for more information about enrolling in WGOL.

#### 1.3.11.7 Paperless record-keeping for AAA chequing accounts

If you choose paperless record-keeping for your AAA chequing account, you must sign into online banking, telephone banking or use a CIBC automated banking machine (ABM) at least once every 30 days to check all chequing account entries and balances. Even if you do not review your transactions, we'll assume that all transactions are correct and that you consent to and approve them (except for amounts incorrectly credited to your chequing account), unless you send us a notice in writing to the contrary within 60 days of the date the entry was (or should have been) posted to your AAA chequing account according to CIBC's records. The date an entry is listed on online banking, telephone banking or a CIBC ABM may be different than the transaction date.

#### 1.3.11.8 Combining your statements

There are two ways to combine statements: by consolidating or householding.

##### Consolidating statements

We automatically mail a consolidated portfolio summary of your CIBC Wood Gundy accounts, along with a separate statement for each account, to you in a single envelope. The consolidated portfolio summary will include all accounts that have the same accountholder, address, social insurance number and language preference for communication with us, unless you tell us otherwise.

If you own a joint account or informal trust with more than one trustee, only the person who receives the statement can include it in his or her consolidated portfolio summary.

Registered ICS and AMA accounts, corporate accounts, estate accounts and formal trust accounts cannot be included in the consolidation.

##### Statement householding

Householding means mailing your account statements along with the statements of other people in your household to you in a single envelope. We will household statements for the accounts you specify when you complete your Client Profile. Accounts must have the same address and the same language preference for communication with us. If there's more than one account owner, all of you must agree to householding in each of your Client Profiles. Registered ICS and AMA account statements are always mailed separately.

#### 1.3.11.9 What to do if something isn't right

It's your responsibility to carefully review all statements, trade confirmations and notices we send you and to advise us of any errors, omissions or unauthorized transactions. You agree that these documents are correct and that you have consented to and approved them (except for securities or amounts incorrectly credited to your account, or to your securities and chequing accounts for AAA) unless you send us notice in

writing to the contrary at the branch address found on your account statement:

- within 21 days of the date printed on an account statement or notice, or the day we consider you to have received it (whichever is earlier), and
- within 10 days from the settlement date shown on a trade confirmation.

You will be bound by any communication we send you, even if it's delayed, you do not receive it for any reason (for example, it's lost in the mail or in transmission), or, if you selected paperless record keeping for your AAA chequing account, you do not review your AAA chequing account entries and balance at least once every 30 days through online banking, telephone banking or a CIBC ABM.

Please note that the current market value of some securities in your account may not be available or there may not be a market for them when we print your statement. In these cases, we use the last available market value/net asset value of the security, or its book value, to calculate the market value that appears in your statement. This may not, however, reflect its actual market value. We obtain market values and book values from sources we believe to be reliable, but do not guarantee their accuracy.

#### For AAA accounts

If you notice any errors, omissions or unauthorized transactions in your AAA chequing account, you must tell us in writing within 60 days of the date of the transaction. If you do not notify us within this time period, you agree that:

- all items paid from your account were authorized, signed for and not fraudulent
- all amounts charged to your account are correct
- all amounts you were supposed to be credited with are included in your statement and there are no amounts missing, and
- you release CIBC from all claims related to your AAA chequing account.

### 1.3.12 If you owe us money

You must pay us what you owe us immediately when we ask you to, including costs or expenses related to collecting the payment. In this agreement, we refer to the amount you owe us as an *indebtedness, liability or obligation*. You must provide us with security or collateral for any amount you owe us, and we can use it in any way we need to.

We decide when to loan you money. The terms of repayment are based on your commitment to meet your obligations under this agreement.

You agree that, because securities markets are volatile, the rights we're entitled to exercise under this section of the agreement are reasonable and necessary for our protection.

#### For AAA accounts

If you owe CIBC any money (including amounts related to services and charges for your AAA chequing account), the amount can be deducted in the currency of your AAA chequing account.

### 1.3.12.1 Leverage Risk Disclosure

Borrowing to invest may not be suitable for all investors. Using borrowed money (whether through a margin account or any other method of borrowing) to finance the purchase of securities involves greater risk than using cash resources only. If you borrow money to purchase securities, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the securities purchased declines. In the case of a margin account, you are also required to satisfy margin calls as required by the terms of the margin agreement. The use of leverage can result in investment losses which exceed the amount of your invested capital.

### 1.3.12.2 Your collateral

As continuing security for any present and future debts and obligations to us, however they arise and whether individual or joint, you pledge, hypothecate and charge to us, and grant us a security interest in your *collateral*.

Your collateral includes any assets you hold in any non-registered accounts you have with us (either individually or with others), including:

- any present and future credit balance in the accounts
- money, securities, securities entitlements, financial assets, investment property, financial instruments, rights and any other property held in the accounts, now or in the future
- dividends and interest earned by the assets in the accounts, and
- any proceeds from the property in the accounts.

You must give us written notice and obtain our consent before you give, pledge, hypothecate or grant a security interest in your collateral to anyone else.

In Quebec, the law requires us to specify the amount of interest we hold in your collateral. If you live in Quebec, the amount of the hypothec you are hereby granting us is ten (10) million dollars for advisory accounts and fifty (50) million dollars for managed accounts.

### 1.3.12.3 Right to set-off

We (or CIBC, if you have a AAA chequing account) may use your collateral to pay any amounts you owe us without notice to you.

If you have more than one non-registered account with us (either individually or with others), or have guaranteed the obligation arising from another account we hold, we can transfer securities or money between the accounts as we see fit, and without notifying you, to offset your obligation to us.

If you become bankrupt or insolvent, any set-off or release subject to a suspensive condition under this section will be deemed to have been effected immediately before the date of bankruptcy. You release us under suspensive condition from any obligation, subject to a term or a condition that we may have to remit amounts due to you. The release under suspensive condition will only take effect when the provisions of this section become enforceable.

Our rights under this agreement may be exercised independently of one another or in combination, and are in addition to any rights we may otherwise have at law.

#### 1.3.12.4 Right to use your securities

If you owe us any money or have a short position, we can use your collateral without giving you notice (see 1.3.12.2 *Your collateral*).

Our use may include:

- lending your collateral, either separately or together with other securities
- pledging, hypothecating or charging any of your collateral as security for any of our own indebtedness, whether it's more or less than your indebtedness to us
- using any of your collateral to deliver against any other sale of securities we make, including a short sale. We may do this for a sale for your account or another client's account, even if we have the same amount of a similar or the same security in our own account
- commingling your collateral with securities held by other clients.

If:

- you don't pay us any amount you owe us
- you don't comply with any of your obligations under this agreement
- we consider it necessary for our protection for any reason, at our sole discretion
- you've filed a petition for bankruptcy, or a receiver has been appointed by or against you or any of your property
- an attachment is levied against your account, or
- you die,

we may take one or more of the following actions, without taking other steps:

- retain possession, take in payment or sell securities or property in the account
- close or restrict your account or transactions in your account
- apply money or securities held in any other account you hold with us or any member of the CIBC Group to reduce or eliminate your obligation in another account with us or any member of the CIBC Group
- buy or borrow securities to cover any of your short sales or open positions
- cancel or reverse any of your outstanding orders or transactions, or
- buy and sell short securities for your account.

We may buy or sell securities on any exchange or market, or buy or sell them publicly or privately, on our terms and at our discretion.

We will use the proceeds (less expenses) of any sale to reduce or repay your obligation to us and to pay our costs and expenses related to the sale. If the proceeds of the sale do not cover the full amount of your obligation, you will owe us the difference.

This agreement and the collateral granted are in addition to, and not a substitution for, any other security we hold for your obligations to us. We may use any means, or combination of means, available to us to enforce our rights.

#### 1.3.13 Third party demands on your account

We'll comply with any lawful third-party demand we receive related to your account. If we (or CIBC, for AAA accounts) incur any expenses when responding to a third-party demand or legal notice related to your account, we may charge them to your account. We are not required to notify you when we receive a legal notice or document before we comply with it.

We may serve you with any demand or legal notice by communicating it to you. Any payment we make to a third-party claimant under any legal process, if the payment is made in good faith, is a discharge of our obligations to the account, to the extent of the amount paid.

#### 1.3.14 Freezing or closing your account

We may freeze or close your account (and CIBC can freeze or close your AAA chequing account) without giving you notice if the law requires us to, if we deem it necessary for our protection, or for any other reason at our sole discretion, including if we have reasonable grounds to believe you have or may:

- commit fraud or you are a victim of fraud or identity theft
- use your account improperly or unlawfully
- cause us or CIBC to have a loss
- operate the account in a manner unsatisfactory to us or to any of our affiliates, or contrary to our respective policies
- violate the terms of this agreement or any other agreements you have with us for services related to your accounts
- cause us or any of our affiliates any potential liability or expose any of us to risk.

When we freeze or close your account, we may, among other things, redeem securities or convert them to certificate form, cancel all open orders and terminate all services provided to you.

If we freeze or close a registered account, you are responsible and indemnify us for any tax or financial consequences that may arise as a result. See the *Declaration of Trust or Trust Agreement for your registered account* for more information, in *Part 2 - Terms for registered accounts* for more information.

#### 1.3.15 Our limitation of liability and your indemnity

Terms in this agreement related to liability, limitations of liability and indemnification survive after you or we end the agreement. Nothing in this agreement is or can be considered to be a delegation of powers to, or an imposition of fiduciary obligations on, CIBC Wood Gundy. We are not subject to the rules of articles 1299 to 1370 of the Civil Code of Quebec regarding the administration of the property of others.

### 1.3.15.1 Limitations on our liability

In addition to any limitations on our liability found throughout this agreement, you agree that we are not liable to you for any loss, costs, damages or any failure to obtain any profit in connection with your account unless and to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable determines that such loss, cost, damage or failure to obtain profit were caused directly by our own negligence, fraud, willful misconduct, or failure to comply with the laws that apply. You agree that in no event will we be liable for any special, indirect or consequential damages, even if we were informed of the possibility of such damages and regardless of the cause of action.

Without limitation, you and we agree that we will not be liable to you for any losses, however caused, resulting from:

- any error in instructions from you, an individual we believe to be your legal representative or estate representative, or an entity's signing authority
- any delay in receiving or failure to receive your instructions or communications from you
- any reliance upon your instructions or communications from you
- any errors or omissions in the know your client information you provide, and we rely on, in your Client Profile (and Investment Policy Statement, for AMA and AMA-PP accounts and our Advisor Managed Portfolio Service), or your failure to provide us with that information
- investment losses or any failure to obtain investment gains from your account
- delays in receiving or processing transactions, or transferring securities or account balances to a third party
- laws, regulations, orders or rulings of any government, regulator, stock exchange or similar entity, including trading suspensions
- unusual market activity, wars, strikes, equipment malfunction or any other condition or event beyond our control.

### 1.3.15.2 Your indemnity

You agree to indemnify and save us and our affiliates, associates, subsidiaries, and our and their directors, officers, employees, agents and representatives harmless from any loss, claim, damage, liability or expense, including all legal fees and expenses (except where the loss is solely due to our negligence, fraud or willful misconduct, or in Quebec, except due to our intentional or gross fault):

- in acting or declining to act on any of your instructions or other communications
- in acting on your instructions for an account held by or for a minor
- in acting on instructions of an individual we believe to be your legal representative or estate representative or an entity's signing authority
- with respect to any joint account, trust account, informal trust account or individual pension plan account, from any claims made against us by any person:

- claiming, as a beneficiary or otherwise, an entitlement arising out of any trust arrangement or a trust claimed under a joint account, or
- claiming against us for following your instructions or for our actions based on representations you make to us regarding any trust arrangement
- for an individual pension plan account, you agree this indemnity gives us a direct claim against the trust assets.

## 1.4 Account types and features

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### 1.4.1 Cash accounts

A cash account is an investment account that doesn't allow trading on margin, and can be an advisory or managed account. Registered accounts are always cash accounts.

### 1.4.2 Margin and short accounts

A margin (or short) account allows you to buy securities without using any cash in your account. We use the total value of the margin-eligible securities in your account and in any other account you have agreed will guarantee your margin account to secure our margin loan to you.

We determine, at any given time and at our absolute discretion in accordance with our customary practices and applicable laws, how much money you can borrow to buy securities and how much margin (cash and other marginable securities) you must keep in your account to keep it in good standing. You must keep the amount of margin we determine in your account. If you don't have enough margin in your account when you give us instructions to buy securities, you agree that you will deposit enough additional cash or securities acceptable to us to meet the necessary margin before the trade settles.

At any time, you agree that you will take the following steps if we ask you to:

- increase the margin in your account by depositing additional cash or securities acceptable to us in any amount and within the time we specify
- repay the full amount of any loan on demand, along with any interest you owe on the loan.

We may issue a margin call at any time for any reason within our discretion. A margin call is a demand that you immediately repay all or part of the margin loan as specified by us. You may satisfy a margin call by either immediately:

- depositing cash or securities acceptable to us to your account, or
- selling securities in your account in the amount necessary to satisfy our margin call.

If you do not satisfy our margin call, we may sell any security in your account in order to do so without further notice to you. We are not required to issue a margin call to you, and can reduce or cancel our margin call at any time and for any reason, without notice to you.

If we loan securities from your margin account over the record date, some or all of the votes you may have been entitled to may not be counted, regardless of whether you vote the shares or we vote them. You understand and agree to this risk with respect to your ability to vote your shares as a requirement of your margin account.

We can cancel the margin facility at any time, without notice to you.

Registered accounts, ICS, AMA and AMA-PP accounts cannot be margin accounts, but non-registered ICS and AMA accounts can be used as collateral for margin accounts.

See *1.6.1.5 Collateral ICS and AMA accounts* for more information.

### Short Sales

If you want to sell securities you do not own, at the time of the sale order, you must tell us that you will deliver the securities to us in negotiable form on or before the settlement date or that your order is a short sale. In order to complete the short sale, we borrow the securities from others and sell them for your account. You agree to return the borrowed securities at any time by purchasing the equivalent security at the current market price.

### 1.4.3 Delivery against payment (DAP) and receipt against payment (RAP) accounts

A DAP/RAP account allows you to make delivery or receipt against payment trades.

A delivery against payment (DAP) trade is a transaction to buy securities in your account, where you have arranged for another financial institution to provide payment to us at the same time we deliver the securities you have purchased.

A receipt against payment (RAP) trade is a transaction to sell securities in your account, where you have arranged for another financial institution to deliver securities to us at the same time we deliver the proceeds from the sale of the securities.

The Canadian Securities Administrators' National Instrument 24-101 (NI 24-101) requires clients who enter into DAP or RAP trades, and the brokers who execute them, to represent to each other that they have policies and procedures in place to match and affirm trade details and settlement instructions on the trade date, or a later date as allowed by NI 24-101 transition provisions. You make this representation when you sign your Client Profile. CIBC Wood Gundy has, and will maintain and enforce, policies and procedures to ensure we match orders as prescribed by NI 24-101.

When we act as your broker on a DAP or RAP trade, we advise you of the price and quantity of the trade on the day we execute the order.

You must immediately give this information to the financial institution providing the payment or securities, to make sure they match the order as prescribed by NI 24-101. If you are

using a third-party custodian, the custodian must have policies and procedures in place to do this matching on your behalf.

ICS accounts and registered accounts cannot be DAP/RAP accounts.

### 1.4.4 Options trading

You can ask us to allow you to trade different kinds of options in your accounts. The types of options trading you chose are listed in your Client Profile.

An option is a contract between a buyer and seller that gives the holder the right, but not the obligation, to buy or sell an underlying security (like stocks) at a specific price within a specific period of time. If you do not exercise your option (buy or sell the security at the specified price within the time allowed), the option expires and has no value.

Depending on what type of account you have with us, you may be able to carry out the following options trades:

- buy options
- write (sell) covered call options
- write (sell short) uncovered put or call options – not allowed for registered accounts
- trade option spreads – not allowed for registered accounts

If you choose uncovered writing or option spreads trading, the terms in *1.4.2 Margin and short accounts* also apply to your account.

You must comply with rules issued by IIROC for all transactions in options (including any changes IIROC may make to the rules, or new rules it issues in the future), as well as the rules of any exchange, clearing corporation or other organization the option is traded through. These rules may limit:

- how many option contracts you can hold
- how many options contracts you can exercise within a given time period (usually five business days)
- the margin you must maintain in your account
- when you can trade options (at certain times, you may only be able to make cash-only trades, for example during the 10 business days before an exchange-traded put or call option expires).

An option has value (is in-the-money) if at any time when the option can be exercised, the underlying security can be bought or sold at a profit after commissions and other expenses are paid.

You agree that you will give us complete instructions on the sale, close out or exercise of any option or any other action to be taken relating to your option before the option expires, or by a date we specify which is typically 4:30 p.m. ET on the third Friday of the expiry month. We are under no obligation to take any action without your instructions and we have no obligation for any loss you suffer as a result.

If you do not give us your instructions before the expiry date or instruction deadline, we can, at our sole discretion, take any action with respect to the option that we determine should be taken. If we elect to exercise an option that is in-the-money, we may concurrently arrange for the sale of the underlying securities to be received once the option is exercised. You will



pay any transaction costs, and we will receive the commissions and other compensation on the exercise and the sale.

We may exercise options or assign exercise notices at random and will receive commissions and other compensation on these activities. You must have the underlying securities in your account or immediately place an order to buy enough securities to cover the option.

We may from time to time:

- reject any order you place
- require any transaction to be on a cash-only basis, particularly in the last 10 days before an option expires
- limit or restrict short positions, or short sales by you
- limit or restrict the timing for placing options orders or exercise instructions, or
- disclose your trading and positions to any relevant exchange or clearing corporation

Whether you act alone or together with others, you agree to comply with the position and exercise limits set by any relevant exchange or clearing corporation and to give us timely instructions for the exercise or disposition of any option position. You understand that rules may be enacted, amended or repealed by any relevant exchange or clearing corporation which will affect existing positions or subsequent transactions. You understand that exercise assignment notices are allocated by the relevant clearing corporation at any time during the day, and we are not responsible for any delay regarding the assignment by the exchange or clearing corporation, or our receipt of these notices.

We will adjust errors or omissions that we cause relating to any transactions for you. We will not be liable to you in any way for errors or omissions caused by persons or conditions over which we have no control.

You acknowledge that you have read *4.9 Risk disclosure statement for futures and options*, in Part 4 of this booklet.

## 1.4.5 Asset Advantage Accounts® (AAA)

AAA is an integrated financial service that links CIBC Wood Gundy securities accounts with banking services provided by CIBC. CIBC Wood Gundy is a division of CIBC World Markets Inc., a subsidiary of CIBC.

When we and CIBC approve your application for a AAA account, the following accounts will be opened:

- one or more CIBC Wood Gundy AAA securities accounts with a margin facility (see *1.4.2 Margin and short accounts* for information about margin facilities)
- a AAA CIBC Canadian dollar chequing account that also allows you to write US dollar AAA cheques drawn on an account in our name.

You can also apply for other optional CIBC banking features:

- a CIBC debit card – you can find more information about using your debit card in the *CIBC Cardholder Banking Service Agreement*
- a CIBC credit card – you can find more information about using your credit card in the *CIBC Cardholder Agreement*.

All AAA accounts are margin accounts (see *1.4.2 Margin and short accounts* for information about margin facilities) and cannot be registered accounts. The description provided in this agreement of how AAA accounts operate is general in nature. Notwithstanding anything else in this agreement, we may at any time restrict or eliminate the margin or overdraft provided for your AAA account and we may restrict or remove some or all of the banking features of your AAA chequing account, in each case at the sole discretion of CIBC and/or CIBC Wood Gundy.

### Use your debit card safely

You must keep your personal identification number (PIN) and any other codes you are given or choose completely confidential. Don't choose a PIN or code that someone else could guess easily (including codes based on your address, birthdate or phone number).

You agree that you will use your card safely and take reasonable precautions to protect it. You must tell CIBC immediately (within 24 hours) if you lose your debit card, it's stolen, you suspect that someone has stolen it, or you suspect someone is committing fraud on your account.

See your CIBC Cardholder Banking Service Agreement for more information about protecting your debit card.

### 1.4.5.1 General information about your AAA account

#### Minimum balance

We may require a minimum balance in your AAA securities account, in any amount as we may advise from time to time. If you don't maintain the minimum balance we've set, we may close your account.

#### Our rights

We and CIBC can enforce our rights in this agreement separately or together.

### 1.4.5.2 How your AAA chequing account works

Your AAA chequing account has a \$10,000 overdraft limit per business day. At the end of every business day, we transfer money from your securities account to cover the debit balance (if there is one) in your chequing account so the balance in that account is \$0.

We do this in the following order:

- first, from the free credit balance in your securities account
- next, from the available margin in your securities account.

Any amount we draw from available margin in your account will be treated as a loan from us to you. See *1.4.2 Margin and short accounts* for the terms that apply to margin accounts.

If there isn't enough in your securities account to cover the entire debit balance in your chequing account:

- CIBC may not honour one or more of your cheques or items, or
- we may pay some or all of the balance for you. This is at our discretion, and will be considered a loan from us to you.

### Joint accounts

If you have a joint account, we may communicate with and accept instructions for your AAA chequing account (including authorizations for withdrawals and updating account information) or payments drawn on your AAA chequing account (including cheques, receipts or other vouchers) from any joint account owner, unless your AAA chequing account signature card indicates that all accountholders must sign.

We'll accept deposits from any joint account owner, whether or not the deposit has been endorsed by any of you, unless you tell us not to in writing.

We may send account notices (including regulatory notices) to any one of the joint account owners, and the notice will be binding on all of the joint account owners. Notice may be provided:

- at the branch listed on your AAA cheques
- by electronic means (which may include posting a notice on CIBC Online Banking)
- to any one of the joint account owners at his or her latest address

Any one of the joint account owners can consent to receiving notices by electronic means, and this consent will be binding on all joint account owners.

You acknowledge that we may provide each joint account owner the account information for the other joint accountholders, including transactions and account related information.

### Transactions at CIBC branches

You can complete transactions at CIBC branches in addition to the one listed on your AAA cheques. You will need to have identification and your debit card or AAA cheques.

### 1.4.5.3 Making deposits

You can deposit cheques or other instruments in Canadian or US dollars directly into your AAA securities account at any CIBC Wood Gundy office in Canada. CIBC Wood Gundy branches do not accept cash.

However, you can deposit cash, cheques or other instruments denominated in Canadian dollars into your AAA chequing account at any CIBC banking centre or CIBC bank machine in Canada.

A deposit made before 6 p.m. at a CIBC banking centre or a CIBC bank machine:

1. on any business day: will be posted to your account as of that day and any credit balance will be transferred to your securities account on the next business day
2. on any non-business day or after 6 p.m. on any business day: will be treated as if it were made in the morning of the next business day.

You may start to earn interest the day you make a deposit to the chequing account (or the next business day if it was made on a non-business day or after 6 p.m. on a business day). You will be paid interest on the minimum daily free credit balance in your Securities Account at an annual rate equal to the CIBC Wood Gundy Interest Rate, calculated on the daily balance and credited to your Securities Account monthly, if and when available to CIBC Wood Gundy clients.

If you want to make deposits to a wallet or night depository, you must have a wallet or night depository agreement with CIBC.

Amounts credited to your AAA securities account are not insured by the Canadian Deposit Insurance Corporation (CDIC) or any other government deposit insurer.

### 1.4.5.3.1 Holds

When you deposit items to your AAA chequing account (cheques, certified cheques, bank drafts, money orders and other instruments), CIBC may place a hold on the amount of the deposit or transfer for a specific period of time before you are able to withdraw them. The funds will appear in your account at the time of deposit, but you may not be able to access them until the hold period expires. CIBC may, at its discretion, give you immediate access to part of the funds before the hold expires, known as your Access to Deposited Funds Limit, up to a specific limit. To ask about your Access to Deposited Funds Limit, call AAA Client Services at [1 800 387-2979](tel:18003872979) or visit a CIBC Banking Centre. CIBC can cancel or change this privilege at any time without giving you notice.

CIBC can return any item you deposit unpaid for any reason during the hold period, after it expires or after CIBC releases it. You are solely responsible for all dishonoured deposits and CIBC can charge the amount to your AAA chequing account. CIBC may try to obtain payment for the item from the individual or entity drawing the item or from their financial institution on your behalf, but is not required to and is not responsible if it does so late, unsuccessfully or not at all.

The length of the hold period for cheques depends on the currency, cheque amount and other factors, including:

- For a Canadian dollar cheque drawn from a financial institution located in Canada, the normal length of time we will hold funds is four business days after the day of deposit. The maximum hold periods are as follows:

Cheque Amount	Method of Deposit	Maximum Hold Period
\$1,500 or less	In a Banking Centre	4 business days after date of deposit
\$1,500 or less	By bank machine or any other means	5 business days after date of deposit
Greater than \$1,500	In a Banking Centre	7 business days after date of deposit
Greater than \$1,500	By bank machine or any other means	8 business days after date of deposit

- For a non-Canadian dollar cheque drawn from a financial institution located in Canada, the normal length of time we will hold funds is 10 business days. The maximum hold period is 20 business days.
- For a non-Canadian dollar cheque drawn from a financial institution located outside of Canada, the normal length of time we will hold funds is 15 business days. The maximum hold period is estimated to be 30 business days.

We may extend the maximum hold periods in some circumstances, including (but not limited to) where:

- We have reasonable grounds to believe that the deposit is being made for illegal or fraudulent purposes in relation to an account
- An account has been open for less than 90 days
- The cheque:
  - Is not encoded with magnetic ink character recognition or is not readable by operational systems (for example, if damaged or mutilated)
  - Has been endorsed more than once
  - Is deposited six months or more after the date of the cheque

The hold period under these circumstances is estimated to be 30 business days and could be longer for non-Canadian dollar cheques drawn from a financial institution located outside of Canada.

You waive presentment, protest and notice of dishonour on every item CIBC receives for deposit to your chequing account and are liable to CIBC as though the item were presented, protested and given notice of dishonour in the usual way. CIBC may note or protest any item for any reason at its discretion and your expense, but won't be liable if it doesn't do so.

#### 1.4.5.4 Accessing funds

You can access funds from your AAA chequing account by:

- making withdrawals at any CIBC banking centre or bank machine in Canada
- making withdrawals from bank machines in Canada and around the world (see your *CIBC Cardholder Banking Service Agreement* for more information)
- making point of sale purchases
- setting up pre-authorized payments,
- writing AAA cheques or other payment orders acceptable to CIBC

On the day you make the withdrawal or CIBC receives your cheque, CIBC will charge the amount to your AAA chequing account and, if applicable and required, request payment from you.

##### 1.4.5.4.1 Making withdrawals and point of sale purchases

You can access the \$10,000 daily overdraft limit, but there may be daily limits for withdrawals made at CIBC branches and for total withdrawals from your AAA account, including point of sale purchases and withdrawals from bank machines. CIBC

will tell you about bank machine withdrawal and point of sale purchase limits when you receive your debit card. Point of sale debit terminals and bank machines may also have their own daily limits.

If you're approved for a AAA debit card, the terms in the *CIBC Cardholder Banking Service Agreement* will apply to you.

##### 1.4.5.4.2 Writing cheques

You can access up to:

- the free credit balance in your AAA securities account (as we determine), plus
- the available margin in your AAA securities account (as we determine). See *1.4.2 Margin and short accounts* for the terms that apply to margin accounts.

Once a AAA cheque you write is negotiated or deposited at any CIBC branch or office, CIBC can immediately withdraw the amount from your AAA chequing account, even if the cheque isn't physically delivered to or presented at the branch shown on the cheque or at CIBC's Main Branch in Toronto. You will be liable to CIBC as though the cheque had been physically delivered.

CIBC is not required to comply with the Bills of Exchange Act requirements for presenting or protesting any foreign bills of exchange, foreign cheques or other foreign items, and does not have to let you know if it decides not to honour or pay an item. You're responsible for any returned items drawn on your chequing account, even if CIBC did not give you notice.

##### US dollar cheques

US dollar AAA cheques can be written, however, if the payee of the cheque deposits the cheque at a financial institution outside of Canada, that institution may not accept the cheque or may deduct a large fee from the cheque's face value.

A US dollar cheque becomes stale-dated six months after you write it, meaning it can no longer be cleared. You cannot post-date a US dollar cheque. If you do, CIBC may return it unpaid. CIBC may not confirm dates on US dollar cheques and will not be responsible if it pays or certifies a stale-dated US dollar cheque, or if it pays or certifies a post-dated US dollar cheque before its due date. You can give CIBC stop payment instructions if a US dollar cheque you have written becomes stale-dated.

##### Forgeries and unauthorized signatures

You must use your cheques safely and take reasonable precautions to protect them. Tell CIBC immediately (within 24 hours) if you lose your cheques, they are stolen, you suspect that someone has stolen them, or you suspect someone is committing fraud on your account. CIBC isn't responsible for losses if you don't give it appropriate notice or if your estate representative has not given CIBC immediate notice of your death.

### Use your cheques safely

You, and not CIBC, are responsible for losses (even when CIBC is notified of an error, omission or unauthorized transaction within the time requirements noted above) when someone else:

- endorses or alters a cheque or other instrument drawn on your AAA chequing account, whether or not the item was negotiable, unless CIBC accepts it
- signs (or forges your signature on) a cheque or instrument drawn on your AAA chequing account, unless you prove that you took reasonable steps to prevent the fraud and it was unavoidable

### Digital or electronic copies

Financial institutions involved in the exchange and clearing of payments in Canada and elsewhere may capture and use electronic or digital copies of your cheques and other instruments, or the information on them. The original paper instrument may be destroyed and not returned to you. CIBC can process an electronic or digital copy of a AAA cheque or other instrument, or the information on it, as though it were the original paper item. CIBC and other financial institutions can reject a AAA cheque or instrument that doesn't comply in all respects with all Canadian Payments Association by-laws, regulations, rules and standards that apply.

### 1.4.5.5 Foreign currency transactions

CIBC may allow AAA chequing account transactions in a currency other than Canadian dollars, and will convert the foreign currency into Canadian dollars using an exchange rate it determines on a date it determines, which may be a different date from the day you complete the transaction.

If you withdraw funds from a bank machine in the US or elsewhere outside of Canada, you'll be charged the same conversion rate CIBC is charged, plus an administration fee.

For incoming wire transfers denominated in Canadian and US dollars, the administration fee will be charged in the same currency as the incoming payment and deducted from it. For other currencies, the Canadian equivalent of the fee will be charged in the same currency as the incoming payment using an exchange rate set by CIBC on a date determined by CIBC and deducted from the incoming payment amount.

If a foreign currency cheque or other instrument you deposit is returned unpaid after it has been converted, CIBC will charge your account the value of the item in Canadian dollars using an exchange rate it determines on a date it determines. This may be different from the exchange rate it used when you deposited the instrument, and CIBC is not responsible if you incur a loss.

CIBC is also not responsible for any losses you incur if funds are not available because of foreign currency restrictions or for changes in exchange rates.

### 1.4.5.6 Closing your chequing account

If your AAA chequing account is closed, you will continue to be responsible for any cheques or other items drawn on or deposited to your account that have not yet cleared.

### 1.4.5.7 How your CIBC credit card works

Your CIBC Cardholder Agreement specifies the credit limit on your credit card.

If you charge any cash advances to your CIBC credit card, you understand that you will be charged interest on them in accordance with the terms and conditions of your *CIBC Cardholder Agreement*.

### Auto pay service

CIBC offers an auto pay service for credit cards (not including Small Business VISA and US Dollar Visa). You can choose which bank account we'll use to pay either the minimum monthly payment or the full balance. We'll automatically make the payment every month, on the credit card's due date. If you choose to have your chequing account debited as part of the Auto Pay Service, any debit position in your chequing account that is created as a result of an Auto Pay Service debit will be paid for by your securities account.

You can sign up for this service by completing an auto pay service authorization form. Call [1 800 465-4653](tel:18004654653) for more information or for a copy of the form.

### 1.4.5.8 Notice of Fee Changes

If a fee applicable to your chequing account is increasing or a new fee is being introduced to your account, you will receive a notice of the change at least 30 days before the change becomes effective. If a fee applicable to your securities account is increasing or a new fee is being introduced, you will receive a notice of the change at least 60 days before the change becomes effective.

## 1.5 Terms for advisory accounts

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If there are terms in this section that conflict with the rest of the account agreement in this booklet or with any other agreement that applies to your accounts with us, the terms in this section will apply, unless your advisory account is a registered account.

The terms of a registered account's Declaration of Trust or Trust Agreement will also govern your registered account (see *Part 2 – Terms for registered accounts*).

### 1.5.1 Investment accounts

Investment accounts can be:

- cash accounts (other than AMA-PP accounts)
- margin and short accounts

- DAP/RAP accounts
- hedge accounts

## 1.5.2 Portfolio partner service

CIBC Wood Gundy's Portfolio Partner service allows you to pay a single annual fee (which you pay monthly or quarterly) instead of commissions on certain transactions.

See 1.7.1.1 *Portfolio Partner service fee* for more about Portfolio Partner fees.

### Accounts you can enroll in the service

You can enroll accounts on your own, or with other people or entities, but they must be advisory accounts. We have the discretion to decide whether an account is eligible for the service.

### Minimum asset value

The combined value of the assets in the accounts enrolled in the service by you, or by you and others, must be at least \$100,000. We use the following to calculate total assets:

- all long positions
- the absolute value of all short positions (for example, if you have short positions of -\$1,000, their absolute value will be \$1,000)
- the total cash balance less the total debit balance.

### Activating the service

The service may not be active until several days after you enroll. Please contact your Investment Advisor to confirm that the service is active.

### 1.5.2.1 About choosing Portfolio Partner

When you enroll in the Portfolio Partner service, you're choosing to pay a fee for services provided, rather than a fee per transaction. You will be charged the annual fee whether or not you actually use the service or make any trades. This could result in a higher cost to you, depending on what you invest in and how often you trade. See 1.7.3 *About fee-based accounts* for information about fee-based accounts.

Consider the following to make sure Portfolio Partner is right for you:

- the kinds of investments you hold, and how much you have in each asset class
- how many trades you've carried out in the past, and how many you think you're likely to in the future
- the effect that asset-based fees will have on your total cost when they're applied to certain kinds of assets, like securities that also carry built-in management and administrative fees or commissions
- the total cost and benefits of operating your accounts in the service, compared to what the costs and benefits would be if your accounts had different fee structures
- your investment goals and payment preferences
- whether your Investment Advisor's interests are well aligned with yours under this service

- the value-added services your Investment Advisor will provide as part of the service if you choose to enroll.

CIBC Wood Gundy and our affiliates, may receive direct and indirect compensation from you or from securities issuers and their affiliates and others for securities you're paying an annual fee for. This compensation can be:

- embedded in the security
- the result of a spread on the sale of a fixed-income security (see 3.2 *Conflicts of interest* for more information)

### Important note about underwritten offerings

If you plan to trade primarily in underwritten offerings, this service may not be appropriate for you. The annual fee is charged on underwritten securities, but the purchase price for these securities usually already includes sales compensation for the underwriter. CIBC Wood Gundy will receive payment as an underwriter in addition to the annual fee, and pass a portion of this to your Investment Advisor.

### Not a discretionary trading service

Enrolling in Portfolio Partner doesn't mean we will provide discretionary trading in your accounts. We don't act as a Portfolio Manager for your accounts unless you have an account or feature that allows us to.

## 1.6 Terms for managed accounts

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If there are terms in this section that conflict with the rest of the account agreement in this booklet or with any other agreement that applies to your accounts with us, the terms in this section will apply, unless your managed account is a registered account.

The terms of a registered account's Declaration of Trust or Trust Agreement will also govern your registered account (see *Part 2 – Terms for registered accounts*).

### 1.6.1 Terms that apply to ICS, AMA and AMA-PP accounts

When you sign up for a CIBC Wood Gundy managed account, you're authorizing your Investment Manager (for an ICS account) or Portfolio Manager (for AMA and AMA-PP accounts, and our Advisor Managed Portfolio Service) to make discretionary investment decisions for your account based on the information you provide about your personal and financial circumstances, investment needs and objectives, risk profile, investment knowledge and investment time horizon for investing.

Investment Managers and Portfolio Managers do not require your instructions before buying, selling, exchanging, converting or placing other transactions in your account, and are responsible for the investment decisions made in your account.

### 1.6.1.1 Minimum balance and minimum withdrawals

You agree to maintain any minimum balance we may establish for your managed account. If you do not maintain the minimum balance we've set, we may ask you to close your account. For ICS accounts, we and your Investment Manager cannot approve opening your account until you deposit the minimum required balance. You must make the investment decisions for your assets until your account is approved. You also agree to meet any minimum withdrawal requirements (whether you withdraw cash or securities).

### 1.6.1.2 Eligible investments

For AMA and AMA-PP accounts, your Portfolio Manager may invest in securities of any kind following your Investment Policy Statement, including any investment restrictions you identified, unless we specify otherwise.

For ICS accounts, your Investment Manager may invest in securities of any kind that meet the investment policy guidelines established for each strategy, following any investment restrictions you told us about, unless we specify otherwise.

### 1.6.1.3 Investment restrictions

You can specify companies that you do not want your Investment Manager or Portfolio Manager to invest in or hold in your account. If you have an AMA or AMA-PP account, we'll list these as restricted investments in your Investment Policy Statement.

You must also tell us when:

- you, your spouse or someone you live with are insiders of any publicly traded companies
- you, alone or together with others, own 20% or more of the shares of a publicly traded company (see 1.3.1.2 *Insiders, control persons and industry professionals* for more information).

We'll list these companies in your Client Profile and your Investment Policy Statement (if you have one).

You must advise us if any of this information or your list of restricted investments changes. You're responsible for keeping this information accurate and current, and we are not responsible if you fail to do so.

Securities of companies you're an insider of, or that you hold 20% or more of the shares of, cannot be purchased for your account. Trades in securities of these companies may trigger insider reporting, early warning reporting or the application of takeover bid rules.

Any restrictions you place on a managed account can affect the decisions your Investment Manager or Portfolio Manager would ordinarily make and, in some cases, may result in funds being held in cash that would otherwise be invested in securities.

Neither we nor your Investment Manager or Portfolio Manager are responsible for ensuring that you comply with insider trading, early warning or takeover bid rules, or for ensuring that you've considered these rules when placing restrictions on your account. We have no obligation to trade on your behalf if insider trading rules do not allow it.

Purchases in managed accounts are at our discretion. You can ask us not to buy or hold certain securities, but you cannot ask us to purchase particular securities.

### 1.6.1.4 Allocating trades

Your Investment Manager or Portfolio Manager may combine orders for one or more clients or accounts under management to buy or sell a specific security. This is known as placing a block trade.

#### Policy for AMA and ICS accounts

We allocate orders to block trades in two or more partial fills. To ensure fairness, these are allocated pro rata, based on the size of the partial fill at the time of order entry (rounded to the nearest five shares or units for equities and ETFs, and to the nearest thousand (face value) for fixed income securities), until all orders are partially or completely filled. If the rounded pro rata allocation for an account results in a zero allocation, the account will be treated as unexecuted until it is partially or completely filled.

We average the transaction prices for all partial fills completed on the same day, so all clients participating receive the best possible price. We average the transaction prices for partial fills completed on subsequent days with the other partial fills completed that day – not with the partial fills completed on the previous day.

For mutual fund strategies, we trade the mutual funds in a client's account using each fund's net asset value per unit (calculated daily based on the closing market price of securities in the fund).

In ICS accounts, Investment Managers have the discretion to carry out trades with dealers other than us or CIBC World Markets Corp. to achieve the best price, and in this case will use their own trade allocation policy to allocate the trades. Some Investment Managers may also allocate 100% of a trade fill to a single client's account, but will do so in a way that ensures fair allocation of trades.

In AMA accounts, we use a reasonable methodology for allocating orders to Initial Public Offerings and other new issues.

#### Policy for AMA-PP accounts

In most cases, we allocate orders to block trades pro rata, based on the size of the order at the time of order entry to ensure fairness. We use a reasonable methodology for allocating orders to Initial Public Offerings and other new issues. We average the transaction prices for all orders in a block trade, so all clients participating receive the best possible price.

Portfolio Managers managing AMA-PP accounts, however, exercise their discretion for their clients based on each client's Investment Policy Statement and know your client information.

This means that in AMA-PP, Portfolio Managers often don't place block trades or enter orders for more than one account at the same time. When this happens, clients won't receive the average transaction prices.

### 1.6.1.5 Collateral ICS and AMA accounts

You can use your non-registered ICS and AMA accounts as collateral for your margin accounts.

Your Client Profile tells you which ICS and AMA accounts you've used as collateral. See *1.4.2 Margin and short accounts* for more information about margin accounts.

## 1.6.2 Additional terms for ICS accounts

### 1.6.2.1 Choosing an ICS strategy and Investment Manager

When you open an ICS account, your Investment Advisor recommends Investment Managers and strategies that he or she believes may be suitable for you based on the know your client information you gave us in your Client Profile and any other information you provide. You're responsible for choosing your Investment Manager and strategy. Each strategy is managed following its investment guidelines, and is held separately from other strategies. It's your responsibility to decide whether to accept, change or reject a proposed strategy, based on your own assessment of your assets, income and investments.

### 1.6.2.2 About the ICS program

When you open an ICS account, you are directing us to:

- hire CIBC Asset Management Inc. (or another entity we select) as Program Manager for your ICS account
- direct the Program Manager to hire the Investment Manager you've selected to manage your account (Investment Managers can be third parties, us or the Program Manager itself, depending on the strategy you select)
- appoint your Investment Manager as our agent with respect to your account

The Program Manager monitors and evaluates Investment Managers periodically to determine whether they should continue to be on the list of eligible managers, but it does not evaluate itself when it also acts as your Investment Manager.

### 1.6.2.3 Your Investment Manager's role

You've agreed to grant your Investment Manager discretion over your account. Your Investment Manager will use your know your client information to buy, sell, exchange, convert and otherwise trade in your account at their sole discretion and your risk.

We'll only complete transactions as directed by your Investment Manager. You agree that neither we nor the Program Manager will have discretion to trade the assets in your ICS account unless you appoint one of us as your Investment Manager, or you have enrolled in our Advisory Managed Portfolio Service.

Your Investment Manager may arrange for the trading, delivery and payment of securities through us or CIBC World Markets Corp. (acting as our agent). An Investment Manager may also use other brokers or dealers at its discretion.

Your Investment Manager will otherwise act on your behalf in all other matters necessary or incidental to the handling of your account.

You understand that your Investment Manager may not be registered with securities authorities in the jurisdiction where you live, and all or a substantial portion of its assets may not be located in the jurisdiction where you live. Also, your Investment Manager may not be a resident in the jurisdiction where you live. These facts may make it difficult to enforce any legal rights you have against them.

Notwithstanding anything contrary in this agreement, with respect to any Investment Manager having a head office or principal place of business in a foreign jurisdiction that is not registered as an adviser in Canada ("Foreign Investment Manager"), CIBC Wood Gundy will be responsible for any loss that arises out of the failure of the Foreign Investment Manager:

- i) to exercise the powers and discharge the duties of its office honestly, in good faith and in the best interests of CIBC Wood Gundy and each client of CIBC Wood Gundy for whose benefit the advice is or portfolio management services are to be provided, or
- ii) to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances.

An Investment Manager you choose may decide not to manage your accounts, or certain ICS strategies may not be available for you to invest in. If you don't choose a replacement Investment Manager, we'll remove the account from the ICS program and transfer the assets to an advisory account until you choose one. You're responsible for making investment decisions for an advisory account.

Your Investment Manager (and not us or the Program Manager) will exercise discretion for securityholder rights related to mergers, acquisitions or other events undertaken by issuers of securities held in your ICS accounts. In the event of a voting conflict amongst the Investment Managers, CIBC has the authority to override the recommendations.

### 1.6.2.4 Sharing your personal information with your Investment Manager

You agree that we can share information about you with your Investment Manager and their affiliates, and they will have ongoing access to all information about your account. This information is confidential and will not be disclosed without your consent unless the law requires or allows it. If you do not agree to share this information, we cannot open an ICS account for you.

Your US Investment Manager will give you a copy if you ask, free of charge, of Part II of Form ADV, which is filed with the US securities regulatory authority. Form ADV is a regulatory summary that describes the Investment Manager's business and management, including the types of advisory services offered, conflicts of interest, and fees.

### 1.6.2.5 Communicating with Investment Managers

You must receive advice and information from, and may only provide instructions and directions to, your CIBC Wood Gundy Investment Advisor.

You may not communicate directly with Investment Managers you've chosen, but you can meet with them as long as your CIBC Wood Gundy Investment Advisor is present.

### 1.6.2.6 Changing your Investment Manager or strategy

You can change your Investment Manager by notifying us in writing five business days in advance. The notice must include both a request to terminate the existing Investment Manager and an instruction to appoint a replacement Investment Manager.

If you do not choose a replacement Investment Manager, we'll remove the account from ICS and transfer the assets to an advisory account until you specify one. Neither we nor any Investment Manager will exercise any discretion over the advisory account your assets are transferred to. We are also not obligated to recommend any action to you or to sell any assets.

### 1.6.2.7 If we end our relationship with your Investment Manager

The Program Manager may cancel the participation of any Investment Manager at any time and in any way it chooses. We can remove the Program Manager from its role as Investment Manager for strategies it manages.

If we or the Program Manager terminate an Investment Manager, we'll give you reasonable notice and present a list of other Investment Managers to choose from.

If you do not choose a replacement Investment Manager, we'll remove the account from ICS and transfer the assets to an advisory account until you specify one. Neither we nor any Investment Manager will exercise any discretion over the advisory account your assets are transferred to. We are also not obligated to recommend any action to you or to sell any assets.

### 1.6.2.8 Additional terms for certain ICS investment strategies

This section describes six ICS investment strategies:

- ICS CIBC Wood Gundy Model Portfolio Strategy
- ICS Scheer Rowlett/Federated North American Equity Strategy
- ICS Mutual Fund/Pooled Fund Strategy
- ICS Exchange Traded Fund Portfolio Strategy
- ICS Prospectus-Exempt Fund Strategies

If there are terms in this section that conflict with the information in the rest of *1.6 Terms for managed accounts*, the terms in this section will apply.

The terms of a registered account's Declaration of Trust or Trust Agreement will also govern your registered account (see *Part 2 – Terms for registered accounts*).

### 1.6.2.8.1 ICS CIBC Wood Gundy Model Portfolio Strategy About the Investment Manager

CIBC Wood Gundy is the Investment Manager for this strategy.

In our capacity as Investment Manager, we are not your Investment Advisor. You may only solicit advice or information, or give instructions through your Investment Advisor (see *1.6.2.5 Communicating with Investment Managers*).

Unlike other Investment Managers, we will not be engaged, reviewed or evaluated by the Program Manager, and the Program Manager will not periodically monitor us.

We may terminate our own participation as Investment Manager at any time, in any manner.

#### About the strategy

As Investment Manager, we'll invest your assets on a discretionary basis following the investment policy guidelines for the strategy.

#### Securityholder materials and voting

We'll vote proxies and exercise other shareholder rights related to securities held in your account, including the right to participate in or dissent from the reorganization, amalgamation or merger of any issuer of securities, or exercising any conversion privilege or other right available to shareholders.

We may provide advice when there's a corporate event related to a security you hold in the strategy that requires your consent as a securityholder.

#### About fees

The portion of your fee that is used to compensate your Investment Manager is paid to us when we act as the Investment Manager. We (or our employees) will not receive proxy solicitation fees.

### 1.6.2.8.2 ICS Scheer Rowlett/Federated North American Equity Strategy

#### About the Investment Manager

When you select the Scheer Rowlett/Federated North American Equity Strategy you are:

- appointing Scheer Rowlett & Associates Investment Management Ltd. and Federated Investment Counseling as the Investment Managers for your strategy, and
- granting the Program Manager discretion to perform automatic rebalancing of your portfolio between the Investment Managers, to maintain a target allocation of 50% to each Investment Manager. Our discretion is limited to rebalancing trades only, in securities selected by the Investment Managers.

#### About the strategy

At account opening, your assets are allocated approximately 50% to Scheer Rowlett & Associates Investment Management Ltd., and 50% to Federated Investment Counseling. Market movements will change this mix over time, so we will rebalance the assets by buying and selling securities in whatever amounts



are necessary to bring the portfolio back as near as reasonably possible to the target 50/50 asset mix.

We rebalance when, at the end of a business day, the market value of securities in the account managed by either manager is more than 57% of the total market value of the account. We can trade for rebalancing only, and only use securities the Investment Managers have selected. We may buy securities based on the advice of the Investment Manager who is managing securities with a market value of less than 43% of your account, and may sell securities under the management of the other Investment Manager in amounts necessary to bring the allocation of assets under management of the two Investment Managers back as near as possible to the 50/50 asset mix.

We also have the right to rebalance the portfolio, as long as this rebalancing is consistent with your personal and financial circumstances, risk profile, investment needs and objectives, investment time horizon, investment knowledge and limitations.

We'll rebalance trades as much as possible on a pro rata basis among the securities selected by each of the Investment Managers. Our discretion will be limited to rebalancing trades only, and we'll only exercise discretion for securities that have been selected by the Investment Managers.

### 1.6.2.8.3 ICS Mutual Fund/Pooled Fund Strategy

#### About the Investment Manager

When you select the ICS Mutual Fund/Pooled Fund Strategy, you are directing us to authorize CAMI to act as the Investment Manager for this strategy.

As Investment Manager, CAMI chooses one mutual fund or pooled fund in the asset class of the strategy.

CAMI and CIBC receive a fee for the mutual funds or pooled funds they manage. The portion of your fee that is used to compensate your Investment Manager is paid to CAMI when it acts as the Investment Manager. CAMI's role as Investment Manager for the strategy is separate from its role as Program Manager, and it does not evaluate itself when it also acts as your Investment Manager (see 3.2 *Conflicts of interest*).

We have the right to cancel CAMI's participation as Investment Manager at any time and in any way we choose.

#### About the strategy

The Investment Manager will choose one mutual fund or pooled fund in the asset class of the strategy and may choose to invest in mutual funds or pooled funds that are all managed by CIBC or an affiliate of CIBC (including funds CAMI manages itself).

#### Minimum investment and investment restrictions

We may ask you to invest a minimum amount. You cannot impose investment restrictions on accounts that use this strategy.

#### Assets held in units

Assets are held in units of the fund. Units of the fund are sold before the quarterly fee is charged, to make sure there is enough cash in the account to cover the fee.

If you want to switch or redeem units that amount to more than 10% of the fund's NAV, you have to give us 60 days advance notice in writing.

The asset manager will complete the transaction once the 60-day period has expired, or by an earlier date if the manager agrees to do so.

If you want to redeem or switch units and these instructions result in short-term trading (meaning units are redeemed or switched within 30 days of purchase), the manager of the mutual fund or pooled fund may charge a short-term trading fee of approximately 2%, which may be passed on to you.

If you terminate this strategy, you have to first redeem all units for cash before transferring the assets out of your account.

#### Securityholder materials and voting

You do not receive regulatory mailings for the fund (for example, simplified prospectuses or Fund Facts) unless we receive a written request from you to send them to you.

If the law requires it, we will seek your consent to exercise the ownership rights related to the fund units in your account, including the right to approve or not approve the reorganization, amalgamation or merger of the mutual fund or pooled fund held in your account, among other things.

### 1.6.2.8.4 ICS Exchange Traded Fund Portfolio Strategy

#### About the strategy

The Investment Manager will choose a portfolio of ETFs, and may choose other exchange traded products, for example, exchange traded notes.

The Investment Manager will choose the securities in the ETF portfolio. The Investment Manager regularly monitors each security in the ETF portfolio, to determine whether it continues to be a suitable investment for the strategy.

#### Minimum investment and investment restrictions

We may ask you to invest a minimum amount. You cannot impose investment restrictions on accounts that use this strategy.

#### Assets held in units

Assets are held in units of each ETF held in the portfolio. If you terminate this strategy, you have to first redeem all units for cash before transferring the assets out of your account.

#### Securityholder materials

You do not receive regulatory mailings for the fund (for example, summary documents) unless we receive a written request from you to send them to you.

#### About fees

When your Investment Manager invests in an ETF portfolio strategy, you're indirectly charged a management fee and operating expenses. That means you're paying a management fee in addition to the management fee you pay us for your ICS account.

### 1.6.2.8.5 ICS Prospectus-Exempt Fund Strategies

ICS Prospectus-Exempt Investment Fund Strategies are speculative, high-risk strategies that are only appropriate if you can absorb a substantial financial loss. Alternative investment funds such as Prospectus-Exempt investment funds may use sophisticated investment approaches not generally available to traditional mutual funds, like purchasing or investing in private companies or instruments, holding both long and short positions, using significant levels of leverage, and using or investing in options, futures, forwards, physical commodities, bonds and other financial instruments to capitalize on market conditions.

#### You may lose some or all of the money you invest in an alternative investment fund

You should talk to your Investment Advisor and carefully consider whether investing in this strategy is right for you, both at the outset and periodically as you continue to hold it.

#### Trading restrictions

The asset manager for an alternative investment Prospectus-Exempt fund may impose restrictions on when you can buy and sell units of the fund or pool (for example, requiring trades to be weekly, monthly or quarterly). You must sell units for cash before you can withdraw or transfer out of the strategy, which can result in significant delays. The asset manager may also suspend redemptions. If you want to sell or switch units and these instructions result in short-term trading, the manager of the alternative investment fund or commodity pool may charge a short-term trading fee, which may be passed on to you. These funds may also have a charge for redeeming units "early redemption fee" for units redeemed/ liquidated before a specific date e.g., an early redemption discount of 5% for shares that have not been outstanding for at least one year.

#### Securityholder materials and voting

You will receive regulatory mailings (for example, simplified prospectuses, offering memorandums or similar documents) for securities in the fund or pool.

If the law requires it, we will seek your consent to exercise ownership rights related to investments in your account, including the right to approve or reject the reorganization, amalgamation or merger of a commodity pool or alternative investment fund.

#### Minimum investment and investment restrictions

We may ask you to invest a minimum amount. You cannot impose investment restrictions on accounts that use this strategy.

#### Investment Manager

When you select a Prospectus-Exempt fund investment strategy, you're directing us to authorize the Investment manager to act as such for the strategy.

We have the right to cancel an Investment Manager at any time and in any way we choose.

#### About fees

When your Investment Manager invests in an alternative investment Prospectus-Exempt Fund strategies, you're also indirectly charged individual fees that are deducted from either the fund itself, or from the underlying portfolio of assets the fund may invest in or be exposed to. These include (but are not limited to) a derivative contract fee, management fee, Investment Manager's fee and performance fee, and administrative and operating expenses.

Management fees cover the cost of managing, administering and marketing the alternative investment Prospectus-Exempt fund. The Investment Manager's fee and performance fee pay for managing the assets the fund invests in or to which it is exposed, among other things.

Each alternative investment Prospectus-Exempt fund also pays its own operating expenses, including brokerage fees for securities trading, audit fees and the cost of preparing and distributing securityholder communications. You pay these fees and expenses indirectly because they are deducted from the fund or the underlying portfolio of assets. They reduce the total value of the fund and therefore the return you will receive on your investment.

When you buy an alternative investment Prospectus-Exempt fund through an ICS account, it's important to understand that you're paying these fees in addition to the management fee you pay us for your ICS account.

The fees you pay to invest in an alternative investment Prospectus-Exempt fund through your ICS account may therefore be higher than they would be if you bought the fund or invested in the underlying assets directly, outside of your ICS account.

### 1.6.3 Additional terms for AMA accounts

When you open an AMA account, you've agreed to grant your Portfolio Manager discretion over your account. AMA accounts hold strategies, which your Portfolio Manager manages following the strategy's investment guidelines. Each strategy is held in its own account.

Your Portfolio Manager will use your know your client information and the information in your Investment Policy Statement to buy, sell, exchange, convert and otherwise trade in your account, at his or her sole discretion and your risk. You will be charged an annual fee based on the assets in your account instead of commissions on certain transactions.

#### 1.6.3.1 Benefits to enrolling in AMA

##### Objectives first

Since AMA is a personalized service, we go to great lengths to understand your background and investment objectives. The result is a detailed Investment Policy Statement, a key component of the AMA program. Your Investment Policy Statement is a thorough report that details your personal and financial circumstances, investment needs and objectives, risk profile, investment knowledge, investment time horizon, and the guidelines used to manage your strategies.

### One fee for service

Paying one annual fee (quarterly) means predictability, transparency and unlimited service for your AMA accounts.

### A wide selection of investment options

AMA provides your Portfolio Manager with the flexibility to incorporate a range of security types in their investment strategies. This allows you to place reasonable constraints on the securities you hold, depending on your existing portfolio or social or moral beliefs and risk profile.

## 1.6.4 Additional terms for AMA-PP accounts

When you open an AMA-PP account, you've agreed to grant your Portfolio Manager discretion over your account. Your Portfolio Manager will use your know your client information and the information in your Investment Policy Statement to buy, sell, exchange, convert and otherwise trade in your account, at his or her sole discretion and your risk. You will be charged an annual fee based on the assets in your account, (which you pay monthly or quarterly) instead of commissions on certain transactions. See 1.7.2.3 *AMA-PP program fee* for more about AMA-PP fees.

### Accounts you can enroll in the program

You can enroll your AMA-PP accounts on your own, or with the AMA-PP accounts of other people or entities. We have the discretion to decide whether an account is eligible for the program.

### Calculating asset value

We use the following to calculate total assets:

- all long positions
- the absolute value of all short positions (for example, if you have short positions of -\$1,000, their absolute value will be \$1,000)
- the total cash balance less the total debit balance.

### Activating the program

The program may not be active until several days after you enroll. Please contact your Portfolio Manager to confirm that the program is active.

### Important note about underwritten offerings

If you plan to trade mainly in underwritten offerings, this service may not be appropriate for you. The annual fee is charged on underwritten securities, but the purchase price for these securities usually already includes sales compensation for the underwriter. CIBC Wood Gundy will receive payment as an underwriter in addition to the annual fee.

## 1.6.4.1 Benefits to enrolling in AMA-PP

### Objectives first

Since AMA-PP is a personalized service, we go to great lengths to understand your background and investment objectives. The result is a detailed Investment Policy Statement, a key component of the AMA-PP program. Your Investment Policy Statement is a thorough report that details your personal and financial circumstances, investment needs and objectives, risk profile, investment knowledge, investment time horizon, and the guidelines used to manage your portfolio.

### One fee for service

Paying one annual fee (monthly or quarterly) means predictability, transparency and unlimited service for your AMA-PP accounts.

### A wide selection of investment options

AMA-PP provides your Portfolio Manager with the flexibility to incorporate a range of security types in their investment strategies. This allows you to place reasonable constraints on the securities you hold, depending on your existing portfolio or social or moral beliefs and risk profile.

## 1.6.5 Advisor managed portfolio service

This section includes additional terms for the Advisor Managed Portfolio Service. If the terms in this section conflict with any other terms in this agreement, the terms in this section apply.

The terms of a registered account's Declaration of Trust or Trust Agreement will also govern your registered account (see *Part 2 – Terms for registered accounts*).

### 1.6.5.1 How the Advisor Managed Portfolio Service works

When you sign up for this service, you're giving your Portfolio Manager permission to manage all of your CIBC Wood Gundy managed accounts (including managed registered accounts), as a single portfolio. Managed accounts include:

- ICS accounts
- AMA accounts
- AMA-PP accounts

That means you're giving us complete and unlimited discretionary authority to make investment decisions for your managed accounts. Specifically, your Portfolio Manager for this service will have the discretion to:

- decide which ICS and AMA strategies you will invest in
- move assets between ICS, AMA and AMA-PP accounts
- switch to a new ICS or AMA strategy.

You can cancel this service at any time.

### 1.6.5.2 Managing the portfolio

We'll manage your accounts following the know your client information in your Investment Policy Statement for your managed accounts.

When more than one account is covered by a single Investment Policy statement, we'll:

- apply the investment constraints to each account separately
- apply asset class ranges across all accounts, cumulatively.

If there's a discrepancy between the know your client information in your Investment Policy Statement and the information in your Client Profile, we will make decisions according to the information in your Client Profile.

### 1.6.5.3 Special information about ICS accounts

When you enroll in this service, you're also authorizing us to:

- hire a Program Manager (CIBC Asset Management Inc. (CAMI) or any other company we choose) to appoint Investment Managers it engages to manage all or part of the assets in your ICS accounts on a discretionary basis, including Investment Managers who are affiliated or related to us
- delegate the complete and unlimited discretion you have granted to Investment Managers for your ICS accounts to manage all or part of the assets in your ICS accounts on a discretionary basis, or to sub- delegate this discretion
- appoint each Investment Manager as our agent with respect to your ICS accounts.

## 1.7 Commissions, fees and other charges

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You pay certain charges based on the types of accounts and securities you have. We also charge you service fees related to the general operation of your account. Fees and charges will decrease your investment returns, which effect will be compounded over time.

This section explains the commissions and fees we charge you. We'll notify you in writing at least 60 days before we increase any fees or introduce new fees.

You agree to pay all fees, commissions, transaction charges and expenses (including taxes that apply) required to operate your account or enforce this agreement at our current rates or as agreed to from time to time. You also agree to pay any taxes including HST, taxes that Canadian or foreign governments charge on financial transactions and any other taxes that apply. We'll debit your account for all charges and, if required, remit any taxes to any government on your behalf.

If your account is closed, you're liable for any fees that have accrued and have not yet been debited from your account, and for any transactions that were in progress before we notified you or you notified us that you want to close your account. You must promptly pay any fees owing up to the date the account is closed.

If securities in your account need to be liquidated to pay fees, there may be tax consequences or you may be charged short term trading fees. Fees listed in this section do not include:

- auction fees
- transfer and withholding taxes
- taxes that Canadian or foreign governments charge on financial transactions and any other taxes that apply
- electronic fund transfer fees
- wire transfer fees
- fees charged by the United States Securities and Exchange Commission or other government, state or provincial agencies or regulators
- fees related to trust or other services
- any other charges mandated by law
- certain fees related to establishing, administering or terminating retirement or profit sharing plans
- certain fees related to trust accounting

## 1.7.1 Commissions and fees for advisory accounts

If you have any type of advisory account (including registered advisory accounts), you pay commissions to compensate us and your Investment Advisor for the investment advice we provide, for trading services and for certain tax reporting services. You'll find the commission rates we charge for different types of securities below. We report the commissions we charge in your trade confirmations. Commission rates may be negotiated with your Investment Advisor.

Type of security	How we determine commissions	Rate
<b>Equities and options (Canadian or US exchange)</b> Including ETFs and debt, over the counter securities and certificates for precious metals	Based on the total value of the trade and the price and liquidity of the security. Commissions on equities bought on a US exchange are charged in US dollars. They may be converted to Canadian dollars at the time of purchase depending on the currency of your account.	Generally 0-2%. (The minimum commission for exchange-traded securities is \$150. For options, \$1 per option) You may incur additional market and broker fees for equities purchased on an exchange outside of North America
<b>Fixed income securities</b> Money market and fixed income investments, including GICs	Commission rates depend on the security's term, among other things. Fixed income securities also incur a charge based on the difference between the bid and ask prices for the security (a fixed income security spread), which can vary depending on factors like the nature and liquidity of the security	Generally 0-2% depending on the duration of the investment. Commissions and spreads are built into the yield of a fixed-income security, not added to its price.
<b>Mutual and other investment funds</b>	Investment fund companies issue many different series of funds, with different sales options and commission structures. The commission rate you pay depends on the sales option you choose, among other things. You may be charged commission up front (front-end loads) or a deferred sales charge when you redeem the funds (back-end loads)	Generally 0-5% depending on the sales option you choose and how long you hold the investment. In addition to commissions you pay directly, there are other charges associated with these types of investments, including: <ul style="list-style-type: none"><li>management fees and expenses</li><li>the fund's own expenses (paid by the fund, decreasing performance)</li><li>trailing commissions (paid by the fund to CIBC Wood Gundy)</li><li>short-term trading or other charges imposed by the fund.</li></ul>

### 1.7.1.1 Portfolio Partner service fee

If you have an advisory account included in our Portfolio Partner service, you pay an annual fee (monthly or quarterly) instead of the commission rates listed above. Your *Portfolio Partner service application form* will list the fees you pay.

#### 1.7.1.1.1 Your fee schedule

Your annual fee is determined by the kind of investments you hold and the total market value of the assets enrolled in the service.

Securities are grouped into four asset classes for the purposes of calculating the fee (see *1.7.1.1.3 Calculating the fee*):

- equities and options
- fixed income
- class F (or similar) funds and investment products
- cash and equivalents.

You can choose a fee schedule with the following kinds of rates:

- blended rate - we charge a different rate for each tier of assets you hold in each asset class
- flat rate - we charge either one rate across all asset classes, or a different rate for each asset class
- auto flat rate - we charge either one rate across all asset classes, or a different rate for each asset class. The rate depends on the total market value of your account.

The fee schedule you agreed to is included in your Portfolio Partner service application. We can change it any time by notifying you in writing. We'll ask you to sign a new application if we increase the fees, and give you notice if we make any other significant changes to the program.

### Minimum fee

The minimum fee you will be charged is:

- \$175 per month, if you choose to pay monthly
- \$525 per quarter, if you choose to pay quarterly

If you're charged the minimum fee, you will be paying a higher rate per asset class than the rates in your fee schedule.

We add GST, HST, QST and any other sales taxes, when they apply.

#### 1.7.1.1.2 What the annual fee includes

Your Portfolio Partner annual service fee includes the following:

- unlimited investment advice and account management for the accounts you've enrolled in the service, including, without limitation, advice related to securities transactions, securities safekeeping, collection of interest and dividends, proxy handling, corporate action handling and statement production

### Number of trades covered by the annual fee

A *trade* is any transaction that generates a trade confirmation, including all purchases and sales of securities. New issues, swaps of securities between accounts and multiple fills are not considered trades, but we may count other transactions as trades at our discretion.

The number of trades covered by the annual fee is based on the total assets enrolled in the service.

Total assets enrolled in the service	Maximum number of trades per calendar year
Up to \$999,999	100
Above \$1 million	200
Above \$3 million	350

Once you reach the maximum number of trades covered by the annual fee, we'll charge you an excess trading fee of \$150 (or the US dollar equivalent) for every trade from then on, billed monthly. You won't automatically receive notice when you've reached the maximum number of trades covered by the annual fee, but you can contact your Investment Advisor for this information.

If we think you are trading excessively (including day trading, or trading in options or fund units to time the market), we can restrict or close your accounts. We are not responsible if you lose money because of excessive trading.

### Adding and removing accounts

You can add and remove accounts from the service at any time.

If you add assets to your accounts or add new accounts to the service part way through the year (including opening a new account and adding it to the service), we will increase the number of trades you qualify for, pro-rated as of the date you added the assets or accounts.

If you withdraw assets or remove accounts from the service part way through the year (including closing an enrolled account), we may reduce the number of trades you qualify for as of the date you removed the assets or accounts, depending on the market value of assets remaining in the service. If we do, you'll have to pay the excess trading fee for every trade above the new maximum. This agreement will continue to apply to all accounts still enrolled in the service.

### AAA fee waiver

Your annual fee covers the AAA Annual Securities and Chequing Account Fee for one AAA account you enroll in the service.

#### 1.7.1.1.3 Calculating the fee

We calculate the annual fee using the average of the daily closing market values of the total assets enrolled in the service (including the absolute value of any short positions) and the rates you agreed to in your Portfolio Partner service application. Not all securities are charged a fee (see below).

We calculate the fee in Canadian dollars at the time of valuation, notionally converting any securities denominated in foreign currencies into Canadian dollars for the purposes of the calculation. After we've calculated it, we will charge the fee to you in US dollars if you ask us to.

If you add or withdraw assets from the accounts enrolled in the service, or add or remove accounts from the service part way through the year, we will adjust your annual fee based on the new market value. The value of the assets in your accounts will also vary depending on market conditions and other factors, which may affect the amount of your annual fee.

### Securities and products subject to the annual fee

- Equities and options, including:
  - common shares
  - shares or units of closed-end funds\*
  - ETFs\*
  - equity index options and equity options
  - any rights or variants on equities
  - limited partnership shares or units
  - precious metals or other commodities
  - currency options
  - all securities (whether stocks, units issued by an investment fund\* or otherwise) that are sold by private placement
  - all other assets not specifically set out in the definitions of fixed income securities; class F (or similar) funds and investment products; or cash and cash equivalents below

\* see *Trailing Commission Rebate* below

- Fixed income securities maturing in more than 90 days, including:
  - government securities (except T-Bills)
  - GICs
  - bankers' acceptances
  - corporate notes and bonds
  - municipal bonds
  - strip bonds
  - asset-backed securities
  - convertible bonds
  - preferred shares
  - commercial paper
- Class F (or similar) funds and investment products
  - Class F and Class O mutual funds and hedge funds
  - Investment products that we determine have been specifically designed not to include a trailing commission, including certain mutual funds, hedge funds, segregated funds, structured notes, high interest savings accounts and other investment products (other than those sold by private placement).
- Cash and cash equivalents
  - currency (Canadian and foreign)
  - T-Bills
  - fixed income securities maturing in 90 days or less

#### Securities and products not included in calculating the annual fee

- mutual funds that include an embedded commission (like a front-end sales commission, deferred sales charge or trailing commission)
- investment products that we determine have been specifically designed to pay a trailing commission, unless we credit your account with an amount equal to the trailing commission received (see *Trailing Commission Rebate* below).

We do, however:

- include the market value of these securities and products when determining tiered or auto flat rates (see 1.7.1.1.1 *Your fee schedule*)
- include the market value of any new units you acquire (from dividend reinvestments or other distributions, or through a systematic investment program) when calculating the annual fee
- include trades in these products to determine in the number of trades covered by the annual fee

We can use our discretion to charge a lower fee or no fee on any security.

#### Other fees

You will also pay:

- the interest costs and the other fees listed in this agreement except the annual administration fee for registered accounts

- the AAA Annual Securities and Chequing Account Fee for each AAA account you enroll in the service, except for the first one (see *AAA fee waiver*, above).

You also pay fees and expenses on mutual funds, investment products, structured notes and ETFs (for example, redemption fees) to the applicable issuer or manager. You pay these directly or indirectly through the accounts enrolled in the service, and may be paying them to us or to our affiliates. You can find information about these fees and expenses in the prospectus or securities document for each fund or product.

The purchase price for underwritten securities usually already includes sales compensation for the underwriter or selling agent. CIBC Wood Gundy will receive payment from the issuer for acting as an underwriter or selling agent in addition to the annual fee, and will pass along a portion of this payment to your Investment Advisor.

#### Trailing Commission Rebate

If we receive a trailing commission (which is a continuing series of payments to us related to your ownership of a security or product) in respect of an exchange-traded fund, hedge fund or closed-end fund that is subject to the annual fee, we will credit your account with an amount equal to the trailing commission received directly from the issuer (which may be in a subsequent billing period).

Trailer fee rebates in a non-registered account may be taxable. You are solely responsible for the reporting of any taxable income and the payment of any taxes associated with the receipt of the rebate. You should consult with a tax advisor to determine the tax implications of receiving these payments.

#### 1.7.1.1.4 Ways to pay the fee

You can choose to pay your annual Portfolio Partner service fee in one of three ways. The option you chose is listed on your Portfolio Partner service application.

- Option 1 – We charge each account its share of the annual service fee
- Option 2 – We charge the entire annual service fee to one account
- Option 3 – We charge the annual service fee to two or more accounts you specify on your Portfolio Partner service application

We determine the share of the fee owing for each account enrolled in the service using its average market value relative to the total average market value of all accounts enrolled in the service.

The following rules apply to options 2 and 3:

- the account paying the fee must be a non-registered account
- the account paying the fee doesn't have to be enrolled in the service
- if a registered account is enrolled in the service:
  - the account paying the fee must belong to the person who holds the registered account

- if the account paying the fee is a joint account, at least one of the joint account holders must be an account holder for the registered account
- if a corporate account is enrolled in the service, at least one of the signing authorities must own at least 50% of the account paying the fee. Likewise, if a corporate account is paying the fee for an individual account enrolled in the service, at least one of the signing authorities on the corporate account must own at least 50% of the individual account.

You can choose to pay the annual service fee monthly or quarterly, in Canadian or US dollars. We'll deduct the fee from each account enrolled in the service at the end of the billing period you requested. If you selected option 2 or 3, we will immediately transfer money from the account (or accounts) you specified to cover the amount of the fee.

### 1.7.1.1.5 What happens if you don't pay the fee

When you sign your Portfolio Partner service application, you're agreeing to pay us the annual service fee on time.

If you don't pay the annual fee as agreed, you confirm that we can sell any assets we choose from any of your accounts (except registered accounts), until you pay us what you owe us or you satisfy your debt another way.

You authorize us to recover the outstanding fees in the following order:

- first, from any free credit balance in the accounts you specified for fee payment
- next, by selling or withdrawing money market fund units from those accounts or from any available margin facility
- finally, by selling securities in any account you have with us (or the beneficial owner of a trust has with us), whether the account is enrolled in the service or not, as permitted by law.

To pay the annual fee that applies to a registered account, we will only use the free credit balance and sell securities held in that registered account.

You agree that all assets in all accounts enrolled in the service (except registered accounts) are subject to a lien for the discharge of any debts or obligations you owe us.

### 1.7.1.1.6 What happens when you end the service

When you or we end the service, you will immediately owe us the annual fee we haven't yet billed, including fees that have accrued from the last billing date to the date the service was terminated, and any excess trading fees.

## 1.7.2 Fees for managed accounts

If you have any kind of managed account (including registered managed accounts), you pay an annual fee instead of a commission per transaction.

### 1.7.2.1 ICS account fee

The ICS account fee compensates us for our services to you. It includes:

- our fees and charges, including brokerage commissions and custodial fees

- fees paid to the Program Manager for monitoring and evaluating Investment Managers
- fees paid to Investment Managers
- administrative services, including measuring and reporting on performance and transactions
- compensating Investment Advisors for providing advice about asset allocation.

The fee is calculated based on the value of the assets you hold in your ICS account, plus the value of the assets in the ICS accounts of others if you've grouped your accounts together for fee purposes.

You pay the fee in the same currency as the account paying the fee, and as of the date we, and your Investment Manager approve your request to open an ICS account. The fee is negotiable between you and your Investment Advisor, acting on our behalf.

### 1.7.2.1.1 Your Fee Schedule

You can choose a fee schedule with the following kinds of rates:

- Flat Rate - we charge the same rate across all products held in the account
- Model (Discount Rate) - we charge fees based on a weighted average of each account in your fee group

All fee schedule rates and types are applied at the account level. All accounts under the same fee group will be charged using the same fee schedule.

### 1.7.2.1.2 How the fee is calculated

We calculate the annual fee (paid monthly or quarterly) using the average of the daily closing market values of the total assets enrolled in the service and the rates you agreed to in your ICS service application. We calculate the fee (Canadian or US dollars) in the currency of the account. We add GST, HST, QST and any other sales taxes when they apply. Please note, the default billing frequency is monthly but the option is available to switch billing frequency to quarterly.

If the fee rate is updated in between billing cycles, the most current rate will be charged on the current cycle and be applied to the entire arrears period.

### 1.7.2.1.3 Ways to Pay your Fee

You can choose to pay your annual ICS account fee in one of three ways.

- Option 1 - We charge each account its annual service fee
- Option 2 - We charge the entire annual service fee to one account
- Option 3 - We charge the fee group annual service fee to two or more accounts you specify in the fee group.

The following rules apply to Option 2 and 3:

- the account paying the fee must be a non-registered account
- the account paying the fee has to be an ICS account in the same fee group or if it is not in the same fee group it is required to be a non-managed account.



- if the account paying the fee is internal, and is changed to an alternative internal account in between billing cycles, the fee amount will be prorated across the two bill-to accounts
- if a registered account is enrolled in the service:
  - the account paying the fee must belong to the person who holds the registered account
  - if the account paying the fee is a joint account, at least one of the joint account holders must be an account holder for the registered account
  - if a corporate account is enrolled in the service, at least one of the signing authorities must sign the Fee Group Agreement. Likewise, if a corporate account is paying the fee for a non-registered individual account enrolled in the service, at least one of the signing authorities on the corporate account must sign the Fee Group Agreement.

You can choose to pay the annual account fee monthly or quarterly. All accounts will default to monthly billing unless otherwise chosen by yourself. We'll deduct the fee from each account enrolled in the service at the end of the billing period you requested. If you selected Option 2 or 3, we will immediately transfer money from the account(s) you specified to cover the amount of the fee in the currency of the account that accrued the fee at the time of billing.

If the fee methodology is changed in between billing cycles, the calculated fees will be prorated across the two different fee rates.

### 1.7.2.2 AMA account fee

The AMA account fee compensates us for our services to you. It includes:

- our fees and charges, including brokerage commissions and custodial fees
- administrative services, including measuring and reporting on performance and transactions
- Portfolio Manager compensation.

It is calculated based on the value of all assets held in your AMA account, and the value of the assets in AMA accounts of others if you've grouped your accounts together for fee purposes.

You pay the fee in the same currency as the account paying the fee, from the date we approve your request to open a managed account. The fee is negotiable between you and your Portfolio Manager, acting on our behalf. We'll give you at least 60 days' notice in writing before we increase the fee.

#### 1.7.2.2.1 Your Fee Schedule

You can choose a fee schedule with the following kinds of rates:

- Flat Rate - we charge the same rate across all products held in the account
- Model (Discount Rate) - we charge fees based on a weighted average of each account in your fee group.

All fee schedule rates and types are applied at the account level. All accounts under the same fee group will be charged using the same fee schedule.

#### 1.7.2.2.2 How the fee is calculated

We calculate the annual fee (paid monthly or quarterly) using the average of the daily closing market values of the total assets enrolled in the service and the rates you agreed to in your AMA service application. We calculate the fee (Canadian or US dollars) in the currency of the account. We add GST, HST, QST and any other sales taxes when they apply. Please note, the default billing frequency is monthly but the option is available to switch billing frequency to quarterly.

If the fee rate is updated in between billing cycles, the most current rate will be charged on the current cycle and be applied to the entire arrears period.

#### 1.7.2.2.3 Ways to Pay your Fee

You can choose to pay your annual AMA account fee in one of three ways.

- Option 1 - We charge each account its annual service fee
- Option 2 - We charge the entire annual service fee to one account
- Option 3 - We charge the fee group annual service fee to two or more accounts you specify in the fee group.

The following rules apply to Option 2 and 3:

- the account paying the fee must be a non-registered account
- the account paying the fee has to be an AMA account in the same fee group or if it is not in the same fee group it is required to be a non-managed account.
- if the account paying the fee is internal, and is changed to an alternative internal account in between billing cycles, the fee amount will be prorated across the two bill-to accounts
- if a registered account is enrolled in the service:
  - the account paying the fee must belong to the person who holds the registered account
  - if the account paying the fee is a joint account, at least one of the joint account holders must be an account holder for the registered account
  - if a corporate account is enrolled in the service, at least one of the signing authorities must sign the Fee Group Agreement. Likewise, if a corporate account is paying the fee for an individual account enrolled in the service, at least one of the signing authorities on the corporate account must sign the Fee Group Agreement

You can choose to pay the annual account fee monthly or quarterly. All accounts will default to monthly billing unless otherwise chosen by yourself. We'll deduct the fee from each account enrolled in the service at the end of the billing period you requested unless otherwise chosen by yourself. If you selected Option 2 or 3, we will immediately transfer money from the account(s) you specified to cover the amount of the fee in the currency of the account that accrued the fee.

If the fee methodology is changed in between billing cycles, the calculated fees will be prorated across the two different fee rates.

### 1.7.2.3 AMA-PP program fee

AMA-PP accounts are charged an annual fee based on the assets in your account (which you pay monthly or quarterly), instead of commissions on certain transactions.

#### 1.7.2.3.1 Your fee schedule

Your annual fee is determined by the kind of investments you hold and the total market value of the assets enrolled in the program.

Securities are grouped into four asset classes for the purposes of calculating the fee (see 1.7.2.3.3 *Calculating the fee*, below):

- equities and options
- fixed income
- class F (or similar) funds and investment products
- cash and equivalents.

You can choose a fee schedule with the following kinds of rates:

- blended rate – we charge a different rate for each tier of assets you hold in each asset class
- flat rate – we charge either one rate across all asset classes, or a different rate for each asset class
- auto flat rate – we charge either one rate across all asset classes, or a different rate for each asset class. The rate depends on the total market value of your account

The fee schedule you agreed to is included in your AMA-PP program application. We'll ask you to sign a new application if we increase the fees, and give you notice if we make any other significant changes to the program.

We add GST, HST, QST and any other sales taxes, when they apply.

#### 1.7.2.3.2 What the annual fee includes

Your AMA-PP program annual fee includes the following:

- unlimited investment advice and account management for the accounts you've enrolled in the program, including, without limitation, advice related to securities transactions, securities safekeeping, collection of interest and dividends, proxy handling, corporate action handling, and statement production

You can add and remove accounts from the program at any time.

#### 1.7.2.3.3 Calculating the fee

We calculate the annual fee using the average of the daily closing market values of the total assets enrolled in the program (including the absolute value of any short positions) and the rates you agreed to in your AMA-PP program application. Not all securities are charged a fee (see below).

We calculate the fee in Canadian dollars at the time of valuation, notionally converting any securities denominated in foreign currencies into Canadian dollars for the purposes of the calculation. After we've calculated it, we will charge the fee to you in US dollars if you ask us to.

If you add or withdraw assets from the accounts enrolled in the program, we will adjust your annual fee based on the new

market value. The value of the assets in your accounts will also vary depending on market conditions and other factors, which may affect the amount of your annual fee.

#### Securities and products subject to the annual fee

- Equities and options, including:
  - common shares
  - shares or units of closed-end funds\*
  - all ETFs\*
  - equity index options and equity options
  - any rights or variants on equities
  - limited partnership shares or units
  - precious metals or other commodities
  - currency options
  - all securities (whether stocks, units issued by an investment fund\* or otherwise) that are sold by private placement
  - all other assets not specifically set out in the definitions of fixed income securities; class F (or similar) funds and investment products; or cash and cash equivalents below

\* see *Trailing Commission Rebate* below

- Fixed income securities maturing in more than 90 days, including:
  - government securities (except T-Bills)
  - corporate notes and bonds
  - strip bonds
  - convertible bonds
  - commercial paper
  - GICs
  - bankers' acceptances
  - municipal bonds
  - asset-backed securities
  - preferred shares
- Class F (or similar) funds and investment products
  - Class F and Class O mutual funds and hedge funds
  - Investment products that we determine have been specifically designed not to include a trailing commission, including certain mutual funds, hedge funds, segregated funds, structured products, high interest savings accounts and other investment products (other than those sold by private placement).
- Cash and cash equivalents
  - currency (Canadian and foreign)
  - T-Bills
  - fixed income securities maturing in 90 days or less

#### Securities and products not included in calculating the annual fee

- mutual funds that include an embedded commission (like a front-end sales commission, deferred sales charge or trailing commission)
- investment products that we determine have been specifically designed to pay a trailing commission, unless

we credit your account with an amount equal to the trailing commission received (see *Trailing Commission Rebate* below).

We do, however:

- include the market value of these securities and products when determining tiered or auto flat rates (see *1.7.2.3.1 Your fee schedule*)
- include the market value of any new units you acquire (from dividend reinvestments or other distributions, or through a systematic investment program) when calculating the annual fee.

We can use our discretion to charge a lower fee or no fee on any security.

### Other fees

You will also pay the interest costs and the other fees listed in this agreement except the annual administration fee for registered accounts.

You also pay fees and expenses on mutual funds, investment products, structured notes and ETFs (for example, redemption fees) to the applicable issuer or manager. You pay these directly or indirectly through the accounts enrolled in the program, and may be paying them to us. You can find information about these fees and expenses in the prospectus or securities document for each fund or product.

The purchase price for underwritten securities usually already includes sales compensation for the underwriter or selling agent. CIBC Wood Gundy will receive payment from the issuer for acting as an underwriter or selling agent in addition to the annual fee.

### Trailing Commission Rebate

If we receive a trailing commission (which is a continuing series of payments to us related to your ownership of a security or product) in respect of an exchange-traded fund, hedge fund or closed-end fund that is subject to the annual fee, we will credit your account with an amount equal to the trailing commission received directly from the issuer (which may be in a subsequent billing period).

Trailer fee rebates in a non-registered account may be taxable. You are solely responsible for the reporting of any taxable income and the payment of any taxes associated with the receipt of the rebate. You should consult with a tax advisor to determine the tax implications of receiving these payments.

#### 1.7.2.3.4 Ways to pay the fee

You can choose to pay your annual AMA-PP program fee in one of three ways. The option you chose is listed on your AMA-PP program application.

- Option 1 – We charge each account its share of the annual program fee
- Option 2 – We charge the entire annual fee to one account
- Option 3 – We charge the annual fee to two or more accounts you specify on your AMA-PP program application

We determine the share of the fee owing for each account enrolled in the program using its average market value relative to the total average market value of all accounts enrolled in the program.

The following rules apply to options 2 and 3:

- the account paying the fee must be a non-registered account
- the account paying the fee doesn't have to be enrolled in the program
- if a registered account is enrolled in the program:
  - the account paying the fee must belong to the person who holds the registered account
  - if the account paying the fee is a joint account, at least one of the joint account holders must be an account holder for the registered account
- if a corporate account is enrolled in the program, at least one of the signing authorities must own at least 50% of the account paying the fee. Likewise, if a corporate account is paying the fee for an individual account enrolled in the program, at least one of the signing authorities on the corporate account must own at least 50% of the individual account.

You can choose to pay the annual program fee monthly or quarterly, in Canadian or US dollars.

We'll deduct the fee from each account enrolled in the program at the end of the billing period you requested. If you selected option 2 or 3, we will immediately transfer money from the account (or accounts) you specified to cover the amount of the fee.

#### 1.7.2.3.5 What happens if you don't pay the fee

When you sign your AMA-PP program application, you are agreeing to pay us the annual program fee on time.

If you don't pay the annual fee as agreed, you confirm that we can sell any assets we choose from any of your accounts (except registered accounts), until you pay us what you owe us or you satisfy your debt another way.

You authorize us to recover the outstanding fees in the following order:

- first, from any free credit balance in the accounts you specified for fee payment
- next, by selling or withdrawing money market fund units from those accounts or from any available margin facility
- finally, by selling securities in any account you have with us (or the beneficial owner of a trust has with us), whether the account is enrolled in the program or not, as permitted by law.

To pay the annual fee that applies to a registered account, we will only use the free credit balance and sell securities held in that registered account.

You agree that all assets in all accounts enrolled in the program (except registered accounts) are subject to a lien for the discharge of any debts or obligations you owe us.

### 1.7.2.3.6 What happens when you end the program

When you or we end the program, you will immediately owe us the annual fee we haven't yet billed, including fees that have accrued from the last billing date to the date the program was terminated.

## 1.7.3 About fee-based accounts

When you open an AMA, AMA-PP or ICS account, or enroll in our Portfolio Partner service, you are agreeing to pay an annual fee based on the assets in your account, instead of commissions on certain transactions.

Review the following to make sure these accounts are right for you:

- the effect that asset-based fees will have on your total cost when they're applied to certain kinds of assets, like securities that also carry built-in management and administrative fees
- the total cost and benefits of asset-based fees, compared to what the costs and benefits would be if your accounts had different fee structures
- your investment goals and payment preferences
- whether your Investment Advisor or Portfolio Manager's interests are well-aligned with yours
- the value-added services your Investment Advisor or Portfolio Manager will provide as part of the program.

Since these things can change over time, you should periodically review whether the account or service continues to be appropriate for you.

We encourage you to discuss this with your Investment Advisor or Portfolio Manager.

Paying asset-based fees (rather than per transaction) could have an effect on your annual income tax calculation. Selling or redeeming assets in an account enrolled in the program at the same time you buy the same or similar assets in an account not enrolled in the program can also have income tax consequences. We do not offer tax advice.

If you have any questions about your tax status, please speak to your tax advisor.

### 1.7.3.1 Fees on ETFs and mutual funds

When you, your Investment Manager or Portfolio Manager invest in an ETF, mutual fund or certain types of investment fund, you're also indirectly charged a management fee and operating expenses. The management fee covers investment management, marketing and administrative costs, among other things.

The fees you pay to invest in an ETF, mutual fund or investment fund through your ICS, AMA, AMA-PP and Portfolio Partner accounts may therefore be higher than they would be if you bought the fund directly, outside these fee-based accounts.

Operating expenses include brokerage fees on securities trading, audit fees and unitholder communications. These are reported as a management expense ratio (MER), expressed as a

percentage of the ETF, mutual fund's or investment fund's total assets. You pay these fees and expenses indirectly because they're deducted from the ETF, mutual fund or investment fund before its performance returns are calculated. MERs reduce the total value of your ETF, mutual fund or investment fund.

### 1.7.3.2 Fee Groups

When you enroll in a CIBC Wood Gundy Fee Group, you're choosing to pay a fee for services provided, rather than a fee per transaction. You will be charged the annual fee whether or not you actually use the service or make any trades. This could result in a higher cost to you, depending on what you invest in and how often you trade.

Consider the following to make sure the Fee Group is right for you:

- the kinds of investments you hold, and how much you have in each asset class
- how many trades you've carried out in the past, and how many you think you're likely to in the future
- the effect that asset-based fees will have on your total cost when they're applied to certain kinds of assets, like securities that also carry built-in management and administrative fees or commissions
- the total cost and benefits of operating your accounts in the service, compared to what the costs and benefits would be if your accounts had different fee structures
- your investment goals and payment preferences
- whether your Investment Advisor's interests are well aligned with yours under this service
- the value-added services your Investment Advisor will provide as part of the service if you choose to enroll.

Since these things can change over time, you should periodically review whether the service continues to be appropriate for the accounts you've enrolled in and discuss any changes with your Investment Advisor or Portfolio Manager.

Fee Groups can consist of only ICS accounts, AMA accounts or a combination of both. You can create a new Fee Group for your accounts or add them to an existing Fee Group, at any time by contacting your Investment Advisor.

Your Fee Group fee is based on the types of investments you hold in your accounts, the total market value of the accounts included in the Fee Group, and other accounts you have agreed should be linked to the fee group for billing purposes, using the rate(s) set out in your CIBC Wood Gundy Fee Group Agreement.

We calculate the annual fee (paid monthly or quarterly) using the average of the daily closing market values of the total assets enrolled in the service and the rates you agreed to in your CIBC Wood Gundy Fee Group Agreement. We calculate the fee (Canadian or US dollars) in the currency of the account. We add GST, HST, QST and any other sales taxes when they apply.

## 1.7.4 Service fees

We also charge service fees for the general operation of your account. These are listed in your statements or communicated to you by your Investment Advisor or Portfolio Manager. Taxes that apply will be added to these fees.

<b>Advisory and managed accounts</b>	<b>Fee</b>
Document searches Full year of duplicate statements	\$50 per request
Document searches Duplicate copies of statements for closed accounts	\$10 per statement, \$50 maximum
Document searches Other documentation (tax slips, trading summaries, trade confirmations, etc.) issued 12 months ago or longer	\$50 per item
Full or partial transfers to another institution Applies to registered and non-registered accounts	\$135 per account
Unclaimed accounts If you don't claim the assets in your accounts or we don't have your current address	\$120 per account per year
Returned/NSF cheques	\$40 per item
Pre-authorized transaction recalls For pre-authorized transactions recalled as a trace after three business days	\$40 per item
Stop payments Request to stop payment from your CIBC Wood Gundy account within 10 business days. Doesn't apply to AAA cheques.	\$15 per item
Wire transfers Request to wire transfer funds to another financial institution in Canada or the US No charge to wire transfer funds to any CIBC branch.	\$15 per request (plus any bank charge that applies)
<b>Advisory accounts only</b>	<b>Fee</b>
Certificate registration Registering shares in your name or the name of a third party, like your spouse or another relative. (For example, if you ask us to register shares of the same company under five different names, you will be charged 5 x \$25 = \$125)	\$25 per request
Certificate registration Rush/same day request to register a certificate	\$250 per certificate
Safekeeping fee Monthly fee charged to a security in physical form in your account Doesn't apply to limited partnerships, provincial savings bonds or Canada savings bonds	\$50 per account per month
No-load mutual fund purchases For administration costs not covered by some no-load mutual funds	\$75 per transaction

## 1.7.5 Asset Advantage Account (AAA) fees

The following fees apply to the securities account and chequing account as defined in section 1.4.5 Asset Advantage Account.

### 1.7.5.1 Securities account

Securities account	Fee
Annual securities and chequing account fee	\$200 CAD
Interest on cash balance	CIBC Wood Gundy Interest Rate <sup>1</sup>
Interest on debit (loan) balance	Loan balance rate <sup>1</sup>
Minimum balance required at all times in securities account	\$10,000.00
AAA cheque stop payment charge	No fee
Wire transfer of funds from CIBC Wood Gundy to a CIBC Banking Centre	No fee
Wire transfer of funds from CIBC Wood Gundy to a non-CIBC Banking Centre in Canada or the US	\$15.00 (plus any bank charge that may apply)
Customized cheque orders and accessories	Fees vary depending on style and quantity

### 1.7.5.2 Chequing account

Chequing account	Fee
Daily withdrawal limit at CIBC Banking Centres <sup>2</sup>	\$10,000.00
Daily total withdrawal limit <sup>3</sup> per business day <sup>4</sup>	\$10,000.00
Daily Interac <sup>®</sup> and/or Visa <sup>™</sup> debit purchase limit (in Canada and outside of Canada)	\$3,000.00
Daily cash withdrawal limit at bank machines (in Canada and outside of Canada)	\$500.00

#### 1.7.5.2.1 Withdrawals made at non-CIBC bank machines

Withdrawals made at non-CIBC bank machines	Fee
In Canada (Interac network)	\$2.00 each <sup>5</sup>
In US (Plus <sup>™</sup> and Visa <sup>™</sup> networks)	\$3.00 each plus a 2.5% administration fee <sup>6</sup>
Outside of Canada and US (Plus and make available)	\$5.00 each plus a 2.5% Visa networks or other networks we administration fee <sup>6</sup>
Bank drafts and money orders (regardless of currency)	\$9.95

<sup>1</sup> You will be paid interest on the minimum daily free credit balance in your Securities Account at an annual rate equal to the CIBC Wood Gundy Interest Rate, calculated on the daily balance and credited to your Securities Account monthly, if and when available to CIBC Wood Gundy clients. You will pay CIBC Wood Gundy interest on any daily debit balance in your Securities Account at an annual rate equal to the Loan Balance Rate, calculated on the daily balance (before and after demand, default and judgment) and debited monthly to the Securities Account. The CIBC Wood Gundy Interest Rate and Loan Balance Rate are established by CIBC Wood Gundy at its head office in Toronto, Ontario, and are subject to change at any time without notice. The current rates can be obtained from your CIBC Wood Gundy Investment Advisor or by visiting our website ([woodgundy.cibc.com/en/rates.html](http://woodgundy.cibc.com/en/rates.html)).

<sup>2</sup> Withdrawals in excess of \$10,000 may be permitted at CIBC Banking Centres if approval is given to CIBC personnel by CIBC World Markets Inc.

<sup>3</sup> Daily total withdrawal limit includes debit purchases and withdrawals in Canada and outside of Canada, transfers and bill payments using bank machines, CIBC Online and Telephone Banking (immediate, future-dated and recurring transactions).

<sup>4</sup> "Business Day" means any Monday to Friday, inclusive, on which CIBC Wood Gundy's and CIBC's head offices in Toronto are open for business. A Business Day runs from 6:00 p.m. ET until 6:00 p.m. ET on the next Business Day. For example, the \$10,000 limit would apply from Friday at 6:00 p.m. ET until Monday at 6:00 p.m. ET. If Friday were a holiday, the \$10,000 limit would apply from Thursday at 6:00 p.m. ET until Monday at 6:00 p.m. ET.

<sup>5</sup> In addition to a transaction fee, some bank machines may levy additional surcharges.

<sup>6</sup> For your CIBC bank account, you are charged the same foreign exchange conversion rate CIBC is required to pay, plus an administration fee of 2.5 percent of the converted amount in addition to any transaction fees applicable to the withdrawal and the fee noted. Conversion to Canadian dollars may occur on a date other than the date of your transaction, therefore the conversion rate may be different from the rate in effect at the time of your transaction.

### 1.7.5.2.2 Request for replacement of bank draft or money order

<b>Request for replacement of bank draft or money order</b>	<b>Fee</b>
Drawn in Canadian currency	No fee
Drawn in US currency or other foreign currency NOTE: Some conditions apply. Please ask a CIBC advisor for details.	\$25.00
Search and copy of cheque or other item via CIBC telephone banking or banking centre NOTE: Certified cheques and debit memos are not returned.	\$5.00 per item
Search and copy of cheque or other item, for 10 or more, via CIBC Wood Gundy	\$5.00 per item

### 1.7.5.2.3 Wire payments and inter-banking centre payments via chequing account<sup>7</sup>

<b>Outgoing wire payments</b>	<b>Fee</b>
\$10,000 and under	\$30.00 per payment
\$10,000.01 to \$50,000	\$50.00 per payment
Greater than \$50,000	\$80.00 per payment

<b>Inter-branch payment (between CIBC banking centres in Canada)</b>	<b>Fee</b>
\$10,000 and under	\$15.00 per payment
\$10,000.01 to \$25,000	\$30.00 per payment
Over \$25,000.01 to \$100,000	\$60.00 per payment
Over \$100,000.01	\$100.00 per payment

NOTE: Additional out of pocket expenses may apply.

<b>Incoming wire payments</b>	<b>Fee</b>
	\$15.00 per payment <sup>8</sup>

### 1.7.5.2.4 Collection items

#### Incoming collections

CIBC will charge a fee to other financial institutions requesting collection of items drawn on CIBC accounts and will deduct the fee from the amount paid to the other financial institution.

## 1.7.6 Registered account fees

The table below lists the current administration fees that apply only to registered accounts. These are listed in your statements or communicated to you by your Investment Advisor or Portfolio Manager. Taxes that apply will be added to these fees.

### Advisory and managed accounts

<b>Full de-registration of RRSP/LIRA/LRSP/Restricted LSP</b>	<b>Fee</b>
Complete withdrawal	\$100 per transaction
Account closed because of transfer to another institution	\$135 per account

<b>Partial de-registration of RRSP/LIRA/LRSP/Restricted LSP</b>	<b>Fee</b>
First four withdrawals in a calendar year	\$25 per transaction
Additional withdrawals in a calendar year	\$50 per transaction

NOTE: Withdrawals must not cause your account to be closed.

<sup>7</sup> Correspondent bank may levy additional charges.

<sup>8</sup> For Canadian and U.S. currency, the fee will be charged in the same currency as the incoming payment and deducted from the incoming payment amount. For other currencies, the fee will be converted to the same currency as the incoming payment using an exchange rate set by CIBC on a date determined by CIBC and deducted from the incoming payment amount.

## Advisory accounts only

<b>Annual administration fee</b>	<b>Fee</b>
Registered Retirement Savings Plan (RRSP)	\$125 per account per year
Registered Retirement Income Fund (RRIF)	\$125 per account per year
Locked-In Retirement Account (LIRA)	\$125 per account per year
Locked-In Registered Retirement Savings Plan (LRSP)	\$125 per account per year
Life Income Fund (LIF)	\$125 per account per year
Locked-In Retirement Income Fund (LRIF)	\$125 per account per year
Restricted Life Income Fund (Restricted LIF)	\$125 per account per year
Restricted Locked-In Savings Plan (Restricted LSP)	\$125 per account per year
Prescribed RRIF	\$125 per account per year
Tax-Free Savings Account (TFSA)	\$50 per account
Registered Education Savings Plan (RESP)	\$50 per account

NOTE: Fees may vary if you have certain products or services. Doesn't apply to pension plan accounts, Fund Partner accounts or registered accounts enrolled in the Portfolio Partner service.

<b>Additional Locked-In Registered Account annual administration fee</b>	<b>Fee</b>
If you already have a registered account that is subject to the full regular annual administration fee, you will be charged a reduced annual administration fee for additional locked-in registered accounts	\$62.50 per account per year

<b>Quebec Provincial Stock Savings Plan</b>	<b>Fee</b>
Quebec is the only province with this type of plan. Fees may vary if you have certain products or services.	\$75 per year

<b>Private Placement services</b>	<b>Fee</b>
Fee to set up securities in an account, including shares of a Canadian controlled private corporation, mortgage investment corporation units and private placement units	\$250 one-time fee

<b>Mortgage fee</b>	<b>Fee</b>
One-time set up fee	\$200
Annual administration fee Due September 1 every year for the full year (pro-rated fee not available)	\$225 per year

<b>Other mortgage-related administration fees</b>	<b>Fee</b>
Returned payment	\$50
Renewal	\$85
Early renewal	\$100
Transfer in/out	\$100
Execution	\$50



<b>Mortgage discharge fees</b>	<b>Fee</b>
Alberta and Quebec	No fee
British Columbia	\$75
Other province	\$100

NOTE: Other fees (such as legal and CMHC/GENWORTH application fees) may apply. Please ask your Investment Advisor for more information.

### 1.7.6.1 Fund Partner

When you sign up your registered accounts for Fund Partner, you don't have to pay the annual administration fee as long as the accounts hold only the securities in the list below. You will still be charged de-registration fees, other fees described in *Part 2 - Terms for registered accounts*, and any government penalties or taxes that are levied on the account.

Securities that are eligible for Fund Partner:

- cash
- mutual funds managed by:
  - CIBC
  - CAMI (Renaissance Mutual Funds, Renaissance Private Pools and Axiom Portfolios)
- structured notes issued by CIBC

If you hold a security that is not eligible for Fund Partner, your account will be immediately deemed not to be a Fund Partner account, and will be charged a pro-rated annual administration fee (plus any taxes that apply) based on the date you first invested in the security. The fee is charged as of the beginning of September each year. We cannot refund the fee once it's charged, even if you sell the security before the end of the annual billing period.

<b>Date you first invest in a security that is not eligible for Fund Partner</b>	<b>Prorated amount of annual administration fee - RRSPs and RRIFs</b>	<b>Prorated amount of annual administration fee - Locked-in accounts</b>	<b>Prorated amount of annual administration fee - RESPs</b>	<b>Prorated amount of annual administration fee - TFSAs</b>
September 1 to November 30	\$125.00	\$62.50	\$50.00	\$50.00
December 1 to February 28	\$93.75	\$46.88	\$37.50	\$37.50
March 1 to May 31	\$62.50	\$31.25	\$25.00	\$25.00
June 1 to August 31	\$31.25	\$15.63	\$12.50	\$12.50

## 2.0 Terms for registered accounts

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### 2.1 CIBC Wood Gundy Self-Directed Retirement Savings Plan Declaration of Trust

CIBC Trust Corporation, a trust company existing under the laws of Canada, agrees to act as trustee for You, the annuitant named in the Application, as defined below, to establish and operate, a CIBC Wood Gundy Self-Directed Retirement Savings Plan (the “Plan”) in accordance with the Income Tax Act (Canada), upon the following terms:

**Some Definitions.** In this declaration of trust, in addition to terms defined elsewhere in it:

“Act” means the Income Tax Act (Canada);

“Agent” means CIBC World Markets Inc. (“CIBC Wood Gundy”) which is an affiliate of the Trustee, and any successor agent;

“Annuitant” means You;

“Application” means the CIBC Wood Gundy Self-Directed Retirement Savings Plan Application, which could be either in the form of the CIBC Wood Gundy Client Profile document or a stand-alone application;

“CIBC” means Canadian Imperial Bank of Commerce unless otherwise stated;

“CIBC Group” means collectively CIBC and its Canadian affiliates that offer deposits, loans, mutual funds, securities trading, portfolio management, investment counseling, mortgages, credit cards, trust services, and insurance and other products or services;

“Common-law Partner” has the meaning set out in the Act;

“Contributions” means contributions of cash or investments to the Plan;

“Declaration” means this CIBC Wood Gundy Self-Directed Retirement Savings Plan Declaration of Trust. Unless otherwise indicated, any reference to sections, subsections, paragraphs and subparagraphs mean those provisions in the Declaration;

“Estate Representative” means the person or persons who has or have demonstrated, with evidence satisfactory to Us, (which may include letters probate or other court documentation), Your death and that person or those persons is or are the legal representative of Your estate;

“Foreign Denominated Plan Assets” means Plan Assets denominated in a currency other than Canadian dollars;

“Maturity Date” means the date referred to in section 12;

“Non-Registered Trust” means the trust under the Declaration if the Minister of National Revenue does not accept the application to register the Plan as a RRSP under the Act;

“Non-RRSP Trust” means a Non-Registered Trust or a Post-Exempt Trust;

“Plan Assets” has the meaning set out in section 3;

“Plan Proceeds” means Plan Assets, less any applicable taxes, interest or penalties that are or may become or have to be withheld or payable under the Tax Laws, less costs of realization and any of Our fees, charges and expenses;

“Post-Exempt Trust” means a Plan where December 31st of the year following the year of Your death has passed and the Plan Proceeds have not been fully paid out to those entitled on Your death or otherwise in accordance with the Declaration;

“PRPP” means a “pooled registered pension plan”, as defined in the Act;

“Retirement Income” has the meaning set out in the Act;

“RRIF” means a registered retirement income fund, as defined in the Act;

“RRSP” means a registered retirement savings plan, as defined in the Act;

“Spouse” means a spouse for the purposes of the Act;

“Tax Laws” means the Act and any applicable tax legislation of Your Canadian province or territory of residence, as recorded in Your Application as amended from time to time on proper notice to Us, provided that if You become a non-resident of Canada, “Tax Laws” means the Act;

“Trustee” means CIBC Trust Corporation and any successor trustee of the Plan;

“We”, “Us” and “Our” means CIBC Trust Corporation and, where applicable, the Agent who acts on behalf of the Trustee for certain administrative tasks in respect of the Plan; and

“You”, “Your” and “Yours” refer to the individual who has signed the Application and will be the owner of the Plan; (under the Act, known as the “annuitant” of the Plan). The individual cannot be a trust or an individual as trustee of a trust.

1. **Registration.** We will apply for registration of the Plan as a RRSP under the Act. The purpose of the Plan is to provide You with a Retirement Income. Your name, date of birth, Social Insurance Number and any other information required by Canada Revenue Agency that You provide Us must match exactly to what Canada Revenue Agency holds in its records for You, or else the Plan may not be registered and will be a Non-Registered Trust and We are not liable if this happens. See sections 19 and 20 for what happens if this is a Non-Registered Trust. Whether the trust is a Non-Registered Trust shall be determined by Us in Our sole discretion and

may occur after the first rejection of registration of the trust as a RRSP by Canada Revenue Agency.

2. **Locked-in Plan.** If this Plan is locked-in or restricted under federal or provincial pension legislation or by agreement, (“locked-in Plan”) You must sign a locked-in agreement (the “Locked-in Agreement”) when You sign the Application. The Locked-in Agreement contains terms that are required by the pension legislation or the transferring pension plan or financial institution. Some of those terms override the terms of the Declaration (for example, payments and transfers from the Plan are restricted; beneficiary designation provisions may not apply). You acknowledge that if there is a conflict at any time between the pension legislation and the Tax Laws, We will not contravene the Tax Laws or do anything that may result in a tax liability to Us or the Agent.
3. **Contributions.** Subject to section 4, We will accept Contributions made by You or, where applicable, Your Spouse or Common-law Partner. You or that other person will be solely responsible for determining the maximum limits for Contributions in any taxation year as permitted by the Act and for determining the taxation years, if any, in which the Contributions are deductible for tax purposes. We will hold the Contributions, any transfers to the Plan and any investments, and any income or gains on them (the “Plan Assets”) in trust, to be held, invested and used according to the terms of the Declaration and the Tax Laws. No Contributions or transfers to the Plan may be made after the earlier of Your death and Maturity Date.
4. **Investments.** Where the Plan is a Non-RRSP Trust, this section is subject to sections 19 and 20.
  - a) All investment management authority is solely Your responsibility. This means any statutory rules regarding authorized trustee investments or trustee’s duty with regard to investment where the trustee is charged with managing the investments, do not apply to this trust.
  - b) We will hold, invest and sell the Plan Assets according to Your instructions. We may require any instructions to be in writing.
  - c) Any cash balance will be held as a deposit with the Trustee or a member of the CIBC Group, payable on demand. The Trustee or the member of the CIBC Group holding the deposit may pay interest on the deposit at a rate and to be credited at a time as it in its sole discretion determines.
  - d) It will be Your responsibility to determine whether any transfer, contribution or investment is or remains a “qualified investment” and is not a “prohibited investment” for RRSPs pursuant to the Act. The Trustee shall exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified investment. You are responsible for any taxes, interest and penalties imposed on You or the Plan under the Act for acquiring or holding either non-qualified investments or prohibited investments except for taxes, interest and penalties imposed on the Trustee under the Act. Should an investment no longer be a qualified investment for an RRSP under the Act, We may, in Our sole discretion, withdraw that investment from the Plan and deliver it to You in kind, or sell it and retain the proceeds in the Plan. We shall determine the fair market value of the investment for tax reporting purposes in such manner as We determine in Our sole discretion.
- e) The Plan will bear any taxes, interest and penalties imposed under the Tax Laws. If the Plan Assets are insufficient to pay any taxes, penalties or related interest incurred, or if taxes, penalties or related interest are imposed after the Plan has ceased to exist, You must pay or reimburse Us directly for any such taxes, penalties or related interest other than for charges, taxes or penalties imposed on the Trustee under the Act.
- f) We will not be responsible for any loss or tax resulting from the sale or other disposition or any valuation of any investment forming part of the Plan Assets.
- g) Notwithstanding anything in the Declaration, We may decline to accept any particular Contribution or transfer or to make or continue to hold any particular investment, in Our sole discretion or for any reason, including any Foreign Denominated Plan Asset or any asset if it does not comply with Our administrative requirements or policies in place from time to time. We may also need You to provide special supporting documentation as a condition to Our making certain investments for the Plan.
5. **Foreign Denominated Plan Assets.** Where You have chosen Foreign Denominated Plan Assets to be bought, sold or held in the Plan:
  - a) Any tax withholding or reporting under Tax Laws in regard to Foreign Denominated Plan Assets will be in Canadian dollars, at the applicable exchange rate and as provided in subsection 13(f). It is Your responsibility to make sure any limits under Tax Laws that apply to You and the Plan are met, including if a transaction involves Foreign Denominated Plan Assets;
  - b) We may transfer assets within the Plan between different currencies in order to administer the Plan, including to prevent debit balances; and
  - c) In connection with any transfer within or from the Plan or any withdrawal or payment of fees and expenses under the Declaration, We may sell and convert between Foreign Denominated Plan Assets of different currencies or between Canadian dollars and Foreign Denominated Plan Assets, at the applicable exchange rate and as provided in subsection 13(f). We will have no liability to You in respect of any sold or converted Plan Assets or for any losses that may result from those sales or conversions.
6. **Income Tax Receipts.** On or before March 31 in each year, We will send to You, Your Spouse or Your Common-law Partner, as applicable, a receipt showing Contributions made by You or that person during the preceding year and, if applicable, the first 60 days of the current year. You, Your Spouse or Your Common-law Partner will be solely responsible for ensuring that any deductions claimed for income tax purposes do not exceed the permitted deductions under the Act.

7. **Your Account and Statements.** We will maintain an account in Your name showing all Contributions, transfers, investments and withdrawals. We will provide You with account statements as required under securities regulations. We will make returns and file reports as may be required from time to time by the Tax Laws.
8. **Management and Ownership.** We may hold any investment in Our own name, in the name of Our nominee or Agent, in bearer form or in another name or form, or with any custodian, clearing corporation or depository, as We may determine. We may generally exercise the power of an owner with respect to the Plan Assets, including the right to vote or give proxies to vote, however, We may decline to act or as a condition to acting may require You to sign documents related to subscriptions, voting, proxies or other corporate actions, as We in Our sole discretion determine and We will have no liability for acting or declining to act. We may sell Plan Assets to pay any assessments, taxes or charges in connection with Your or the Plan's liability except for assessments, taxes, interest, penalties or charges imposed on the Trustee under the Act. In exercising Our rights and carrying out Our responsibilities, We may employ agents and advisors, including legal counsel, and may act or not act on the advice or information of any agent or advisor.
9. **Refund of Over-Contributions.** We will, upon receiving a written request from You or, if applicable, Your Spouse or Common-law Partner, make a refund payment to that person in order to reduce the amount of tax that would otherwise be payable under Part X.1 of the Act, or under any other Tax Laws, by that person. We are not responsible for determining the amount of any refund payment.
10. **Withdrawals.** Subject to applicable pension legislation or agreement if this is a locked-in Plan, You may, by written instructions at any time before the commencement of a Retirement Income, request that We pay You all or any part of the Plan Proceeds.
11. **Transfers (other than on Maturity Date).**
- a) Transfers to Other Plans and Vehicles: Subject to any reasonable requirements We impose, You may direct Us in writing to transfer all or any part of the Plan Proceeds to:
    - i. an RRSP, RRIF, PRPP or registered pension plan of Yours; or
    - ii. an RRSP, RRIF or PRPP under which Your Spouse, former Spouse, Common-law Partner or former Common-law Partner is an annuitant, where You and Your Spouse or Common-law Partner or former Spouse or Common-law Partner are living separate and apart and the transfer is made under a decree, order, or judgment of a competent tribunal, or a written separation agreement, relating to a division of property between You and Your Spouse or Common-law Partner or former Spouse or Common-law Partner in settlement of rights arising out of, or on the breakdown of, Your marriage or common-law partnership. Both You and Your Spouse or Common-law Partner or former Spouse or Common-law Partner must be alive at the time of the transfer for Us to complete it;
    - iii. an immediate or deferred annuity as permitted under the Act, and if this is a locked-in plan, under applicable federal or provincial pension legislation or by agreement; or
    - iv. another permissible registered investment vehicle that meets the requirements of the Act.
- These transfers will take effect in accordance with the Tax Laws and any other applicable law and within a reasonable time after any required forms have been completed. Subject to section 13, You may specify in writing which Plan Assets You wish Us to transfer in kind or sell.
- b) Transfers from Other Plans and Sources: We may accept transfers to the Plan from:
    - i. an RRSP or PRPP registered in Your name;
    - ii. an RRSP, RRIF or PRPP belonging to Your Spouse or Common-law Partner or former Spouse or Common-law Partner where You and Your Spouse or Common-law Partner or former Spouse or Common-law Partner are living separate and apart and the transfer is made pursuant to a decree, order, or judgment of a competent tribunal, or a written separation agreement, relating to a division of property between You and Your Spouse or Common-law Partner or former Spouse or Common-law Partner in settlement of rights arising out of or on the breakdown of Your marriage or common-law partnership. Both You and Your Spouse or Common-law Partner or former Spouse or Common-law Partner must be alive at the time of the transfer for Us to complete it;
    - iii. a registered pension plan as defined by the Act of which You are a "member" (as defined in subsection 147.1 (1) of the Act), or a registered pension plan of Your Spouse or Common-law Partner or former Spouse or Common-law Partner in accordance with subsection 147.3(5) or (7) of the Act (which permits a transfer on marriage or common-law partnership breakdown or after the Spouse or Common-law Partner or former Spouse or Common-law Partner dies);
    - iv. You, if it is an amount described in sub-paragraph 60(I)(v) of the Act (which permits transfers of RRSP refund of premiums, RRSP annuity commutation payments, and RRIF designated benefits); or
    - v. such other sources as may be permitted under the Act from time to time. We may determine the minimum dollar amount of each transfer to the Plan. We may determine the minimum dollar amount of each transfer to the Plan. We may change that amount at any time.
12. **Purchase of Retirement Income or Transfer to a RRIF.**
- a) Upon the Maturity Date of the Plan, You must either purchase a Retirement Income or transfer the Plan to a RRIF held by You as the annuitant ("Your RRIF"). You may select the Maturity Date, but it must be on or before December 31 of the year in which You attain seventy-one (71) years of age (or such other age as

specified by the Act) and it must meet any other requirements under the Act. You must notify Us in writing at least sixty (60) days prior to the Maturity Date as to the date you have selected and You must also instruct Us at that time, subject to any restrictions on the particular Plan Assets, to:

- i. sell the Plan Assets and apply the Plan Proceeds to purchase a Retirement Income;
  - ii. transfer the Plan Proceeds to Your RRIF; or
  - iii. facilitate a combination of (i) and (ii) that You specify in Your instructions.
- b) If You instruct Us to purchase a Retirement Income for You, You must also specify the particular type of annuity, in accordance with section 146 of the Act, that You would like to receive as Your Retirement Income and the name of the authorized company from which We are to purchase it. Any annuity selected may have one or more of the features permitted by subsection 146(3), subparagraph 146(2)(b)(ii) and paragraphs 146(2)(b.1) and (b.2) of the Act. However, any Retirement Income acquired may not be assigned in whole or in part and must be commuted if it would otherwise become payable to a person other than You or, after Your death, Your Spouse or Common-law Partner. It is solely Your responsibility to select a Retirement Income that complies with the Act, and if this is a locked-in Plan, the applicable pension laws or agreement.
- c) If You do not notify Us and You do not select a Maturity Date within sixty (60) days prior to December 31 of the year in which You attain age 71 (or such other age as specified by the Act), We will on or before the end of that year establish a CIBC Wood Gundy RRIF for You by transferring the Plan Assets in kind into a CIBC Wood Gundy RRIF subject to the requirements of the Act. However, if the CIBC Wood Gundy RRIF is not available, then We shall apply the Plan Proceeds to establish another RRIF of a type and issued by a company including any member of the CIBC Group as We may determine in Our absolute discretion. The day on which the transfer takes place will be deemed to be the Maturity Date for this Plan. In respect of the RRIF, You shall be deemed:
- i. to have elected to use Your age to determine the minimum amount payable under the RRIF according to the Act; and
  - ii. not to have elected to designate Your Spouse or Common-law Partner to become the successor annuitant of the RRIF upon Your death; and
  - iii. not to have designated any other beneficiary of the RRIF on Your death.

However, if the property held in the Plan is insufficient to meet the minimum requirements for establishing a RRIF, as determined by Us in Our sole discretion, We shall sell the Plan Assets, and at Our option and in Our sole discretion, either mail to You at the address on record for You as provided for in subsection 30(b) a cheque payable to You for the Plan Proceeds or deposit

the Plan Proceeds to an account in your name alone at a member of the CIBC Group. You agree that We will have absolutely no liability to You for this, including any losses that may be incurred due to that sale.

You appoint Us as Your attorney in fact, which appointment is given for consideration, coupled with an interest, and irrevocable, to execute on Your behalf the client RRIF account application form, including to request the carrier of the retirement income fund to apply for registration of it, the locked-in agreement if this is a locked-in Plan, and any and all other documents or agreements that are required by law or required or deemed appropriate by Us, in Our absolute discretion, and make such elections as are necessary to establish a RRIF for You. To the extent the RRIF is opened with a member of the CIBC Group, copies of those documents will be retained in a file for You with respect to the RRIF.

13. **Payments, Transfers and Asset Liquidation Generally.** The following applies to any withdrawals, transfers or any other payments required under the Declaration including fees and expenses under section 25, all referred to in this section as “Payment” or “Payments”, and any other time assets are liquidated:
- a) It is solely Your responsibility to ensure that there is sufficient cash in the Plan to make Payments. We are not required to make any Payment in kind;
  - b) In order to make any Payment, to the extent We determine appropriate, We may, without notice to You, sell all or convert part of any of the Plan Assets at the price or prices as We, in Our sole discretion, may determine, and We will deduct any applicable fees and expenses. We will have no liability to You in respect of any sold or converted Plan Assets or for any losses that may result from those sales or conversions;
  - c) We will withhold and remit any income taxes as required;
  - d) A Payment or asset liquidation will only take effect in accordance with the Tax Laws and any other applicable law. No withdrawal or transfer will be made until all liabilities (including for all fees, charges and taxes) have been paid or provided for;
  - e) In connection with any Payment or asset liquidation, We may, without notice to You, sell and convert between Foreign Denominated Plan Assets of different currencies or between Canadian dollars and Foreign Denominated Plan Assets, at the applicable exchange rate. We will have no liability to You in respect of any sold or converted Plan Assets or for any losses that may result from those sales or conversions;
  - f) Any exchange required between Canadian and foreign currency will be carried out by CIBC or a member or associate of the CIBC Group (any of which is referred to in this subsection as “CIBC”). In performing any actual currency conversion in or for the Plan, CIBC will act as principal in buying and selling currency from and to You and CIBC will earn spread-based revenue determined by the difference between the rates at which CIBC buys and sells the currency, the rates determined by CIBC in its sole discretion at the time of the buy and sell

without having to obtain rates that limit the spread-based revenue. The spread-based revenue will be in addition to any commission, fee or revenue otherwise payable by You

- i. to CIBC on the transaction giving rise to the conversion of currency; and
  - ii. on the payment out or on the account or otherwise payable to the Trustee or Agent;
- g) We will be discharged from all further duties and liabilities in respect of any Payment of Plan Assets;
  - h) We are not required to make a Payment from the Plan at any time if We determine that We may suffer legal and/or reputational risk, or that We may be in violation of any law, rule, regulation, agreement or internal policy applicable to us. Without limiting the generality of the previous statement, this includes the *Special Economic Measures Act* (Canada), or any other regulatory sanctions.
14. **Payment on Death.** Subject to applicable pension legislation or agreement if this is a locked-in Plan, on Your death, We will pay the Plan Proceeds to the Estate Representative and not in accordance with any beneficiary designation unless the beneficiary designation is effective in Your jurisdiction as of the date of Your death such that a RRSP or proceeds of a RRSP can pass outside of Your estate. Sections 15 through 18 are subject to this provision.
15. **Beneficiary Designation.** The following applies with respect to beneficiary designation on Your Death and is subject to section 14 and applicable pension legislation if this is a locked-in Plan:
- a) You may designate one or more persons (“Beneficiary” or “Beneficiaries”) to receive the Plan Proceeds;
  - b) A designation may be made, changed or revoked by an “Instrument”, which means a Will or a written instrument in a form acceptable to Us which adequately identifies the Plan and is signed by and dated by You.
  - c) To the extent We offer electronic beneficiary designation, in order for You to provide Us with an Instrument electronically, You must use the electronic system for beneficiary designation specially provided or authorized by Us.
  - d) By designating a beneficiary or not making a designation, You are deciding how the Plan Proceeds are dealt with on Your death. This should be done as part of Your estate planning, with appropriate legal and tax advice. If You designate a charity as a beneficiary, it must be incorporated. If You designate an entity that is not an individual or a corporation as Your beneficiary, that part of Your designation will be considered invalid and treated as not having been made by You.
  - e) It is not Our responsibility, but is Your own responsibility,
    - i. to make sure any beneficiary designation or other testamentary disposition reflects Your intentions from time to time, including if there is any change in Your status as a Spouse or Common-law Partner or the death or birth of any person You intend to designate as a beneficiary; and
    - ii. to inform any Beneficiary, or RRSP Benefit Trustee or Minor’s Trustee, both as defined below, or any person whom you may wish to appoint as Your estate representative of the terms of any designation or other testamentary disposition regarding the Plan. It is that person’s responsibility to contact Us and provide Us with required information and documentation in order to access the Plan Proceeds; We are under no obligation to seek out that person during your lifetime or, after Your death. While We may choose to access the court after we have notice of Your death as set out in section 21, We are under no obligation to do that.
  - f) We are not required to follow any trust intention or trust interest regarding any beneficiary designation You make, whether express or implied or deemed at law and whether or not You tell us about it. We are explicitly exonerated from and not liable for any claim You or the beneficiary or purported beneficiary of a trust intention or trust interest may make, and this includes Your Estate Representative. This exoneration and exemption from liability is binding on Your estate, Estate Representative and any beneficiary or purported beneficiary of any such trust.
16. **Death of Annuitant.** The following applies on Your Death and is subject to section 14:
- a) No transfers or Contributions are allowed into the Plan after Your death;
  - b) We will pay the Plan Proceeds in accordance with the latest dated Instrument We have notice of in Our records upon receiving satisfactory evidence of Your death and any other documents that We may require;
  - c) We may delay payment or the disposition of Plan Assets and distribution of Plan Proceeds for any period We may determine in Our absolute discretion if We believe that a delay is required or advisable to determine the proper recipient of the Plan Proceeds or under any applicable law. We will not be liable for any loss caused by a delay;
  - d) If We receive more than one Instrument or evidence of it, satisfactory to Us in Our sole discretion, We are entitled to pay the Plan Proceeds in accordance with the Instrument having the most recent execution date;
  - e) A Beneficiary who disclaims or at law is treated as having disclaimed the interest in the Plan arising on Your death will be deemed to have predeceased You;
  - f) Unless otherwise provided in the Instrument:
    - i. If more than one Beneficiary is designated on the Instrument:
      1. the Plan Proceeds will be divided among those of the Beneficiaries who survive You, in the percentage share specified by You (if the percentage was unclear or not specified, the Plan Proceeds will be divided equally);
      2. should any Beneficiary predecease You, the percentage share of the deceased Beneficiary will be divided equally among the Beneficiaries who survive You; and

3. if only one of the Beneficiaries survives You, that Beneficiary will receive the entire Plan Proceeds; and
  - ii. if no Beneficiary is designated or all designated Beneficiaries die before You, the Plan Proceeds will be paid to the Estate Representative;
- g) We will continue to hold the Plan Assets invested until We receive an instruction from the person or, if there is more than one entitled person, instruction from all persons entitled to the Plan Assets to dispose of the Plan Assets subject to proof, to Our satisfaction, of that person's or those persons' entitlement and subject to the following:
- i. if the entitled person is the Estate Representative, on the Estate Representative's direction to pay the Plan Proceeds, We will pay the Plan Proceeds as directed;
  - ii. if the entitled person is a sole Beneficiary, on the sole Beneficiary's direction to pay the Plan Proceeds, We will pay the Plan Proceeds as directed;
  - iii. if the persons entitled are multiple Beneficiaries, upon the direction of all Beneficiaries to pay the Plan Proceeds, We will pay the Plan Proceeds as directed; however, if We have not received direction from each Beneficiary as to how to pay the Plan Proceeds to which that Beneficiary is entitled, or there are, in Our view conflicting directions We cannot reconcile, We will convert the Plan Assets to Canadian cash and pay the proportional entitlement of the Plan Proceeds as directed by each Beneficiary who has given Us a satisfactory direction and hold the remaining balance in cash. We shall have no liability for converting to or holding as Canadian cash under this section, including any losses, expenses or taxes any Beneficiary or any other person incurs as a consequence of that conversion. For each Beneficiary from whom We have not obtained directions, We will be entitled to exercise Our discretion to pay the share of that Beneficiary into court in accordance with section 21;
- h) We will only pay the Plan Proceeds to the Beneficiary or Beneficiaries or the Estate Representative, as applicable, if We receive satisfactory evidence of death and any other documents or information We may require. This may require:
- i. letters probate or similar documents in order to establish that You did not subsequently revoke or amend the Beneficiary designation in those documents; and;
  - ii. certain identification and other information from or about anyone before receiving Plan Proceeds;
- i) All amounts referred to in section 25 will be deducted before any distribution is made. We will be fully discharged once We make any transfers or payments, including if the payment is made to a Minor's Trustee or a RRSP Benefit Trustee, both as defined below, and even though any beneficiary designation made by You may be invalid as a testamentary instrument.
17. **Minor Designated as Beneficiary.** Subject to section 14: If You designate a trustee for a minor, absent any other specific terms in the Instrument regarding holding, investing, distributing and succession of trustee, You are directing Us to pay the minor's share of the Plan Proceeds (the "Minor's Share") to the person or persons You are naming on the Instrument as the trustee for the minor (the "Minor's Trustee") to hold until the minor reaches the age of majority at which time the Minor's Trustee is to pay the Minor's Share to the minor. However, if you designate a Minor's Trustee, should the Minor's Trustee not survive You or should they be unwilling or unable to receive the Minor's Share in trust, You direct Us to pay the Minor's Share to the parent(s) or guardian(s) of the property of the minor if permitted by the applicable provincial legislation or if not permitted, to the applicable provincial official or into court as the case may be. Nothing in this section precludes the Minor's Trustee from purchasing an annuity for the benefit of the minor in accordance with the applicable sections of the Act if deemed appropriate in the circumstances. You understand that:
- a) payment of the Plan Proceeds to the Minor's Trustee discharges to Us and We have no duty or responsibility to see to the application of the Plan Proceeds in accordance with any trust provisions in the Instrument or otherwise at law;
  - b) as a consequence of this designation, the minor will be entitled to claim and use the Minor's Share once they become an adult;
  - c) it is Our recommendation and that of the Agent, that if You wish to designate a minor, You do not use a designation form but instead that You set up a trust for the minor under Your will or a formal beneficiary designation trust. You also understand that a properly drafted will or trust would provide detailed instructions to the trustee(s) under the will or trust, including with regards to permitted investments and the trustee's powers (for example, if needed, to advance funds to the minor before he or she becomes an adult). Without these instructions, the Minor's Trustee may be restricted in the types of investments that may be made and will be governed by trust legislation, which may be inflexible;
  - d) We recommend that You obtain independent legal advice in respect of the effects of designating a minor or a Minor's Trustee; and
  - e) You indemnify, and save harmless, release and discharge Us and the Agent for and from, any claims, expenses and/or losses that may arise or be incurred as a result of You designating a minor or a Minor's Trustee.
18. **RRSP Benefit Trustee.** Subject to section 14: If You designate trustee(s) as or for the Beneficiary of the Plan, You are directing Us to pay the Plan Proceeds to the trustee(s) ("RRSP Benefit Trustee") to hold and distribute in accordance with the governing trust provisions contained in the Instrument. You understand that:
- a) payment of the Plan Proceeds to the RRSP Benefit Trustee discharges Us and We have no duty or responsibility to see to the application of the Plan

Proceeds in accordance with any trust provisions in the Instrument or otherwise at law;

- b) We recommend that You obtain independent legal advice in respect of the validity and effect of designating the RRSP Benefit Trustee as or for the Beneficiary; and
  - c) You indemnify and save harmless, release and discharge Us and the Agent for and from, any claims, expenses and/or losses which may arise or be incurred as a result of You designating the RRSP Benefit Trustee.
19. **Non-RRSP Trust.** If the trust under the Declaration is a Non-RRSP Trust, the following apply:
- a) All references in the Declaration and the Application to “Plan”, shall mean “Non-Registered Trust” or “Post-Exempt Trust”, as applicable, and,
    - i. for a Non-Registered Trust, any reference to the trust being or having the attributes as a RRSP is to be disregarded including the provisions regarding beneficiary designation;
    - ii. for a Post-Exempt Trust, the entitlement on death provisions in the Declaration and the applicable provisions of the Act, where the annuitant is deceased, continue to apply; and
    - iii. to the extent necessary, the term “Plan” shall be read as “trust”;
  - b) The Trustee shall make the necessary filings and payment of tax as required from time to time under the Act and shall be entitled to charge the costs of doing so as well as a Non-RRSP Trust administration fee as expenses under section 25;
  - c) Notwithstanding section 4, upon determining this is or is about to become a Non-RRSP Trust, as soon as administratively possible, the Agent will convert the Plan Assets to cash, which will be Canadian dollars regardless of the currency the investments were in previously, and the Trustee will hold them in cash or in a Canadian dollar money market fund offered by a member of the CIBC Group, as chosen by the Agent from time to time;
  - d) For Post-Exempt Trusts, We may, in our sole discretion, determine to open a different account for this inter vivos trust with the Agent on terms We determine are reasonable and transfer the assets from the original Plan account with the Agent into the new account. Any cash in the different account for a Post-Exempt Trust will not be held as a deposit. We may invest the cash and pay interest on it at a rate or no rate as We determine, and to be credited at a time as We in Our sole discretion determine, regardless of how much of a return We make on the investment. We may keep the spread between the return We make from the investment and the amount of interest, if any, We pay on the cash. The terms of the Declaration as they apply to Post-Exempt Trusts will continue to apply to the different account.

20. **Terminating the Plan.**

- a) You may terminate the Plan by giving Us written notice.
- b) We may terminate the Plan at any time without notice

- c) If We determine that:
  - i. the Plan contains a zero balance or a small amount and has remained at a zero balance or below that small amount level for a period of time, that small amount and period as determined by Us in Our sole discretion;
  - ii. the Plan is a Non-Registered Trust; or
  - iii. You or We have terminated the Plan or the Agent has terminated Your account with the Agent, but You have not directed a withdrawal or transfer of all of the Plan Proceeds,

We may liquidate any investments and convert any Foreign Denominated Plan Assets to Canadian cash, if denominated in foreign currency. We may close the Plan and at Our option and in Our sole discretion, either mail to You at the address on record for You as provided for in subsection 30(b) a cheque payable to You for the Plan Proceeds, or deposit the Plan Proceeds to an account in Your name alone at a member of the CIBC Group.

- d) We shall have no liability for closing the Plan and applying the Plan Proceeds under this section, including any losses, expenses or taxes You or any other person incurs as a consequence of the payment.
- e) Any termination will not affect the liabilities or obligations under the Declaration incurred prior to the termination and provisions regarding liability, limitation of liability and indemnity will survive termination of the Plan.

21. **Access to the Court.** If there is a dispute or conflict about:

- a) not making any payment or transfer from the Plan as set out in subparagraph 13(h);
- b) who is legally authorized to instruct on or entitled to the Plan and direct payment of Plan Proceeds during Your life or to apply for and accept payment of Plan Proceeds on Your death; or
- c) in Our view, a failure of persons entitled on Your death to properly instruct Us regarding payment of Plan Proceeds,

We are entitled to either apply to the courts for directions or pay any portion of Plan Proceeds into court, which payment shall be in Canadian dollars, and, be discharged on that payment, and, in any such case, fully recover any legal costs We incur in this regard in accordance with section 25. This is in addition to any right at law of a trustee to pay trust assets into court.

22. **Proof of Age.** Your statement of Your date of birth in Your Application will be deemed to be a certification of Your age and Your undertaking to provide any further evidence or proof of age that may be required for the purpose of determining the Maturity Date and acquiring a Retirement Income.

23. **Delegation by Trustee.** You authorize Us to delegate to the Agent and any others, the performance of administrative, custodial and any other duties relating to the Plan as We may determine appropriate from time to time. We will, however, bear ultimate responsibility for the administration of the Plan in accordance with the Declaration and the Act.



You acknowledge that We may pay the Agent all or any portion of Our fees that We are paid under the Declaration, and other amounts which may include fees We pay the Agent arising from deposits referred to in subsection 4(c) or cash referred to in subsection 19(d). We may reimburse the Agent for its out-of-pocket expenses in performing its delegated duties. The Agent may reimburse Us or a member of the CIBC Group for costs that We or they incur to insure the deposits referred to in 4(c) as required under the Canada Deposit Insurance Corporation Act. You also acknowledge that the Agent will earn normal brokerage commissions on investment transactions processed by Us or the Agent. You agree that the Agent or its affiliates may act as principal or market maker on the other side of a transaction or as part of larger transactions for the Plan, including options, fixed income and currency conversion transactions, and You agree to pay the Agent the applicable commissions on these transactions.

You acknowledge and agree that all protections, limitations of liability and indemnifications given to Us under the Declaration, are also given to and are for the benefit of the Agent.

**24. Delegation by You.** You may, by way of a duly executed power of attorney, in a form acceptable to Us, appoint an agent to give investment instructions, or otherwise deal with the Plan as Your agent, however We may require proof satisfactory to Us, including requiring court documentation to that effect of the agent's authority, including with respect to any specific transaction, and also to refuse to deal with Your agent. You release Us from any claim or liability when acting upon the instructions of Your agent. Unless Your power of attorney specifically states otherwise, Your agent appointed under the power of attorney may provide Us and the Agent with information necessary for the "Know Your Client" regime under securities regulation and We may rely on that information.

**25. Fees and Expenses.** We are entitled to receive and may charge against the Plan reasonable fees and other charges specifically referred to in the Declaration and any other published fees and charges that We establish from time to time in conjunction with the Agent. We will give You notice of a change in the amount of any published fees as required by securities regulation. We are also entitled to reimbursement for all taxes, penalties and interest, legal fees and for all other costs and out-of-pocket expenses incurred by Us or the Agent in connection with the Plan other than for charges, taxes or penalties imposed on the Trustee under the Act. Without limiting the generality of the previous statement, We are specifically entitled to recover any legal fees and expenses incurred by Us or the Agent in connection with any dispute, conflict or uncertainty arising:

- a) as a result of not making any Payment from the Plan as set out in subsection 13(h);
- b) during Your lifetime after Your death, regarding who is legally authorized to instruct on the Plan or direct payment of Plan Proceeds;
- c) as a result of any beneficiary designation or other testamentary disposition made by You either on the Plan or otherwise;

- d) out of a third-party demand made upon the Plan; or
- e) out of Your or any other person's interest or alleged interest in the Plan, including any issues involving marriage or common-law partnership breakdown.

Unless otherwise permitted by Us, fees, expenses, and reimbursements will be charged in Canadian dollars only.

**26. Fees and other Benefits to Members of CIBC Group and Affiliates.** You acknowledge that the Agent and other members of the CIBC Group and affiliates may earn management and other fees, commissions, and spreads or other benefits with respect to any mutual funds and any other investments held in or services provided to the Plan, including on any cash balance held as a deposit and any benefits described in the financial statements of any mutual funds and other investments. They and We shall not be required to account for, or to give up, any such benefit.

**27. Our Liability and Your Indemnity.**

- a) We may act upon any instrument, certificate, notice or other writing believed by Us to be genuine and properly signed or presented. When the Plan is terminated and all of the Plan Proceeds are paid out, We are released and discharged from any further responsibility or obligation in connection with the Plan. Other than for charges, taxes or penalties imposed on the Trustee under the Act, We will not be liable for or in respect of any tax, penalty, interest, loss or damages suffered or incurred by the Plan, You or any other person in connection with the Plan, as a result of:
  - i. the acquisition, holding or transfer of any investment, or as a result of payments out of the Plan, made in accordance with instructions given to Us, or pursuant to any direction by You to terminate the Plan;
  - ii. as a result of Us acting or declining to act in accordance with instructions given to Us; or
  - iii. otherwise in accordance with the terms of the Declaration, unless caused by Our gross negligence, bad faith or wilful misconduct, or in Quebec, unless caused by Our intentional or gross fault. Without limiting the generality of that statement, You will have no claim whatsoever against Us in relation to any losses, diminution, damages, charges, costs, taxes, assessments, levies, interest, demands, fines, claims, penalties, fees or expenses incurred directly or indirectly with respect to the administration or trusteeship of the Plan or the Plan Assets ("Liabilities"), except Liabilities directly caused by Our gross negligence, bad faith or wilful misconduct, or in Quebec, unless directly caused by Our intentional or gross fault. You specifically acknowledge that We will not be responsible for Liabilities caused by any action or inaction of the Trustee or the Agent in each one's personal capacity.
- b) The Trustee and the Agent shall have only the obligations and liabilities provided in the Declaration and for greater certainty, shall not have any of the duties, obligations, or liabilities of an administrator of

the property of others within the meaning of the Civil Code of Quebec.

- c) You, Your heirs and Estate Representative and each beneficiary under the Plan agree to and by this Declaration do indemnify and save harmless Us, Our associates and affiliates and each of Our and their respective directors, officers, custodians, agents (including the Agent) and employees from and against all Liabilities of any nature whatsoever (including all expenses reasonably incurred in Our or their defence) which may at any time be incurred by any of Us or them, or be brought against any of Us or them by any person, regulatory authority or government authority, and which may in any way whatsoever arise out of or be connected in any way with the Plan. (This indemnity does not apply with respect to charges, taxes or penalties imposed solely on the Trustee under the Act.) If We or any of them are entitled to and make any claim under this indemnity, We may pay the claim from the Plan Assets. If the Plan Assets are insufficient to cover the claim, or if the claim is made after the Plan has ceased to exist, You agree to personally pay the amount of the claim and We may apply monies held for You in any other account with any member of the CIBC Group, including the Agent, other than a registered retirement savings plan or registered retirement income fund, to eliminate or reduce the claim.
- d) The provisions of this section 27 shall survive the termination of the Plan.

**28. Replacement of Trustee.** We may retire as trustee of the Plan upon sending You sixty (60) days prior notice, provided that a successor trustee has been appointed in writing by the Agent and the successor trustee has accepted the appointment. We will transfer all records and investments of the Plan to the successor trustee immediately upon retirement. Any trust company resulting from a merger, amalgamation or continuation to which We are party, or succeeding to substantially all of Our RRSP and RRIF trusteeship business (whether by sale of the business or otherwise), will, if authorized, become the successor trustee of the Plan without further act or formality.

**29. Amendments.** We may propose to change, either permanently or temporarily, any term of the Declaration (including fees, charges or other amounts required to be paid by You under the Declaration) or replace the Declaration with another declaration, at any time. We will give You written notice of a proposed change and any other information required by law, at least 30 days before the change is stated to come into effect in the notice in accordance with sub section 30(b), the "Notice to You" provision. You may refuse the change by terminating the Plan without cost, penalty or cancellation indemnity (other than taxes or penalties imposed under the Tax Laws or by any third party as a result of Your termination of the Plan, which will remain Your responsibility) by notifying Us within 30 days of the effective date of the change. You can obtain a copy of the current Retirement Savings Plan Declaration of Trust at any CIBC Wood Gundy branch or through our website [woodgundy.cibc.com](http://woodgundy.cibc.com).

### 30. Notice.

- a) Notice By You: Any notice or instructions given by You to Us shall be given by personal delivery or by mail (postage prepaid) to the Trustee, care of, CIBC Wood Gundy, Brookfield Place, P.O. Box 500, Toronto, Ontario M5J 2S8 or at another address that We may from time to time specify in writing. The notice or instruction shall be deemed to have been given on the day that it is actually delivered to or received by Us.
- b) Notice To You: We can communicate with You about the Plan in any manner permitted by law, including (as applicable), by mail, telephone, fax, email or other electronic means at any address or number You provide or any other relevant channels (including banking centre, branch, website or mobile app notices), and You agree that We may send You confidential information by these means. We will consider that You have received written communications as follows (whether You actually receive them or not):
- if We send the communication by prepaid mail, on the third business day after the date on the postmark; and
  - in any other case, on the day the communication or notice is displayed or provided to You.

We may contact You outside of business hours for time-sensitive matters. You are responsible for making sure We have Your current address. If something We send You cannot be delivered and is returned to Us, We will not send anything else until You give us a current address.

- c) Notice to Us by Third Parties: While any legal notice or document issued by a third party in respect of the Plan will be effectively served if served on Us at the address in subsection 30(a), service may be accepted, at Our discretion, at any location of the Trustee or Agent or CIBC or any member of the CIBC Group. If any expenses are incurred in responding to any third party legal notice or document, such expenses may be charged to the Plan as out-of-pocket expenses under section 25. We may, but are not required to, notify You of the receipt of any legal notice or document before We comply with it. We may serve You with any legal notice or document by mailing it to You by ordinary mail in accordance with subsection 30(b). Any payment made by Us to a third party claimant under any legal process, if the payment is made in good faith, is a discharge of Our obligations under this Declaration and with respect to the Plan, to the extent of the amount paid.

**31. Collection, Use and Disclosure of Information.** You consent to the collection, use and sharing of Your personal information as described in CIBC's privacy policy, Your Privacy is Protected. This includes sharing information about you within the CIBC Group, and with the Agent, credit bureaus, government institutions or registries, mutual fund companies and other issuers, regulators and self-regulatory organizations, other financial institutions, any references You give us, and others as may be needed for:

- a) identifying You,

- b) qualifying You (or someone You are providing a guarantee for) for products and services;
- c) confirming information You give Us;
- d) protecting You and CIBC from errors and criminal activity;
- e) facilitating tax and other reporting;
- f) fulfilling legal and regulatory responsibilities; and
- g) marketing products and services of CIBC, any CIBC partner program or other third parties.

We may contact You for any of these purposes at the numbers and addresses you have provided to us, including by automatic dialing-announcing device. If You no longer want to receive marketing from CIBC, You may contact CIBC at [1 800-465-CIBC](tel:1800465CIBC) (2422) at any time. You will not be refused products or services just because You choose not to receive marketing. Upon your death, we may share information (including beneficiary information) with (i) your Estate Representative, and/or (ii) the designated beneficiary(ies), where reasonably necessary to administer Your estate or the Plan.

CIBC's privacy policy is available at any banking centre or [cibc.com](http://cibc.com). This policy may be updated from time to time. CIBC will post the most up-to-date policy on CIBC's website.

- 32. **Electronic writing and signature.** Where writing or signature are required, in Our sole discretion and subject to applicable law, these may be in electronic form.
- 33. **Reference to Statutes.** All references in the Declaration to any statute, regulation or any provision of them will mean the statute, regulation or provision as it may be re-enacted or replaced from time to time. If any provision of the Act which is referred to in the Declaration is renumbered because of an amendment to the Act, then the reference in the Declaration is considered to be a reference to the renumbered provision.
- 34. **Binding.** The terms and conditions of the Declaration will be binding upon Your heirs and Estate Representative and upon Our successors and assigns. However, if the Plan or the Plan Assets are transferred to a successor trustee, then the terms of the successor trustee's declaration of trust will govern from then on.
- 35. **Governing Law.** The Declaration will be construed, administered and enforced in accordance with the laws of the Canadian province or territory in which You live or if You do not live in Canada, with the laws of Ontario.
- 36. **Quebec only.**
  - a) For a Plan opened before June 1, 2023, You confirm that it is Your express wish that the Declaration and the documents related to it be drawn up in English. For a Plan opened on or after June 1, 2023, You acknowledge that the French version of the Declaration has been remitted to You and confirm that it is Your express wish to be bound by the English version of the Declaration and related documents. *Pour un Régime conclu avant le 1er juin 2023, Vous confirmez votre volonté expresse que la Déclaration et les documents s'y rattachant soient rédigés en anglais. Pour un Régime conclu à compter du 1er juin 2023, Vous reconnaissez que la version française de la*

*Déclaration vous a été remise, et confirmez votre volonté expresse d'être lié par la version anglaise de la Déclaration et les documents s'y rattachant.*

- b) For purposes other than the Act, to the extent this arrangement is found not to be a trust under the Civil Code of Quebec, it forms a contract between You and Us.

## 2.2 CIBC Wood Gundy Self-Directed Retirement Income Fund Declaration of Trust

CIBC Trust Corporation, a trust company existing under the laws of Canada, agrees to act as trustee for You, the annuitant named in the Application, (as defined below), to establish and operate a CIBC Wood Gundy Self-Directed Retirement Income Fund (the "Fund") in accordance with the Income Tax Act (Canada), upon the following terms:

**Some Definitions.** In this declaration of trust, in addition to terms defined elsewhere in it:

"Act" means the Income Tax Act (Canada);

"Agent" means CIBC World Markets Inc. ("CIBC Wood Gundy") which is an affiliate of the Trustee, and any successor agent;

"Annuitant" means You and after Your death, the Successor Annuitant;

"Application" means the CIBC Wood Gundy Self-Directed Retirement Income Fund Application, which could be either in the form of the CIBC Wood Gundy Client Profile document or a stand-alone application;

"CIBC" means Canadian Imperial Bank of Commerce unless otherwise stated;

"CIBC Group" means collectively CIBC and its Canadian affiliates that offer deposits, loans, mutual funds, securities trading, portfolio management, investment counseling, mortgages, credit cards, trust services, and insurance and other products or services;

"Common-law Partner" has the meaning set out in the Act;

"Declaration" means this CIBC Wood Gundy Self-Directed Retirement Income Fund Declaration of Trust. Unless otherwise indicated, any reference to sections, subsections, paragraphs and subparagraphs mean those provisions in the Declaration;

"Estate Representative" means the person or persons who has or have demonstrated, with evidence satisfactory to Us, (which may include letters probate or other court documentation), Your death and that person or those persons is or are the legal representative of Your estate;

"Foreign Denominated Fund Assets" means Fund Assets denominated in a currency other than Canadian dollars;

"Fund Assets" has the meaning set out in section 4;

"Fund Proceeds" means Fund Assets, less any applicable taxes, interest or penalties that are or may become or have to be withheld or payable under the Tax Laws, and less costs of realization and any of Our fees, charges and expenses;

"Minimum Amount" has the meaning set out in subsection 146.3(1) of the Act;

*"Non-Registered Trust"* means the trust under the Declaration if the Minister of National Revenue does not accept the application to register the Fund as a RRIF under the Act;

*"Non-RRIF Trust"* means a Non-Registered Trust or a Post-Exempt Trust;

*"Post-Exempt Trust"* means a Fund where December 31st of the year following the year of Your death has passed and no designated successor annuitant has taken over as Annuitant or the Fund Proceeds have not been fully paid out to those entitled on Your death or otherwise in accordance with the Declaration;

*"PRPP"* means a pooled registered pension plan, as defined in the Act;

*"Retirement Income"* has the meaning set out in the Act;

*"RRIF"* means a registered retirement income fund, as defined in the Act;

*"RRSP"* means a registered retirement savings plan, as defined in the Act;

*"Spouse"* means a spouse for the purposes of the Act;

*"Successor Annuitant"* means the individual who becomes the Annuitant after the death of a previous Annuitant in accordance with the terms of the Fund and the Act;

*"Tax Laws"* means the Act and any applicable tax legislation of Your Canadian province or territory of residence as recorded in Your Application, as amended from time to time on proper notice to Us, provided that if You become a non-resident of Canada, *"Tax Laws"* means the Act;

*"Trustee"* means CIBC Trust Corporation and any successor trustee of the Fund;

*"We"*, *"Us"* and *"Our"* means CIBC Trust Corporation and, where applicable, the Agent who acts on behalf of the Trustee for certain administrative tasks in respect of the Fund; and

*"You"*, *"Your"* and *"Yours"* refer to the individual who has signed the Application and will be the owner of the Fund (under the Act, known as the "annuitant" of the Fund) and, after the death of a previous Annuitant means the Successor Annuitant, if applicable. The individual cannot be a trust or an individual as trustee of a trust.

1. **Registration.** We will apply for registration of the Fund as a RRIF under the Act. The purpose of the Fund is to provide You with a Retirement Income. Your name, date of birth, Social Insurance Number and any other information required by Canada Revenue Agency that You provide Us must match exactly to what Canada Revenue Agency holds in its records for You, or else the Fund may not be registered and will be a Non-Registered Trust and We are not liable if this happens. See sections 16 and 17 for what happens if this is a Non-Registered Trust. Whether the trust is a Non-Registered Trust shall be determined by Us in Our sole discretion and may occur after the first rejection of registration of the trust as a RRIF by Canada Revenue Agency.

2. **Locked-in Fund.** If this Fund is locked-in or restricted under federal or provincial pension legislation or by agreement, ("locked-in Fund") You must sign a locked-in agreement (the "Locked-in Agreement") when You sign the

Application. The Locked-in Agreement contains terms that are required by the pension legislation or the transferring pension plan or financial institution. Some of those terms override the terms of the Declaration (for example, payments and transfers from the Fund are restricted by a maximum yearly amount; successor annuitant and other beneficiary designation provisions may not apply). You acknowledge that if there is a conflict at any time between the pension legislation and the Tax Laws, We will not contravene the Tax Laws or do anything that may result in a tax liability to Us or the Agent.

3. **Acceptance of Property into the Fund.** We will accept transfers to the Fund of cash and other property as We may permit only from:
- a) an RRSP, RRIF or PRPP under which You are the annuitant;
  - b) You, if it is an amount described in sub-paragraph 60(l) (v) of the Act (which permits transfers of RRSP refund of premiums, RRSP annuity commutation payments, and RRIF designated benefits);
  - c) a RRIF, or RRSP or PRPP belonging to Your Spouse or Common-law Partner or former Spouse or Common-law Partner where You and Your Spouse or Common-law Partner or former Spouse or Common-law Partner are living separate and apart and the transfer is made under a decree, order, or judgment of a competent tribunal, or under a written separation agreement, relating to a division of property between You and Your Spouse or Common-law Partner or former Spouse or Common-law Partner in settlement of rights arising out of, or on the breakdown of, Your marriage or common-law partnership. Both You and Your Spouse or Common-law Partner or former Spouse or Common-law Partner must be alive at the time of the transfer for Us to complete it;
  - d) a registered pension plan as defined by the Act of which You are a "member" (as defined in subsection 147.1 (1) of the Act), or a registered pension plan of Your Spouse or Common-law Partner or former Spouse or Common-law Partner in accordance with subsection 147.3(5) or (7) of the Act (which permits a transfer on marriage or common-law partnership breakdown or after the Spouse or Common-law Partner or former Spouse or Common-law Partner dies); or
  - e) such other sources as may be permitted under the Act from time to time.

We may determine the minimum dollar amount of each transfer to the Fund that We will permit and We may change that amount at any time. These transfers will take effect in accordance with the Tax Laws and any other applicable law within a reasonable time after any required forms have been completed. No transfers may be made into the Fund after Your death.

4. **Investments.** We will hold property received in accordance with section 3 and any investments, income or gains on them (the "Fund Assets") in trust, to be held, invested and used according to the terms of this Declaration and the Tax Laws. Where the Fund is a Non-RRIF Trust, this section is subject to sections 16 and 17.

- a) All investment management authority is solely Your responsibility. This means any statutory rules regarding authorized trustee investments or trustee's duty with regard to investment where the trustee is charged with managing the investments, do not apply to this trust.
  - b) We will hold, invest and sell the Fund Assets according to Your instructions. We may require any instructions to be in writing.
  - c) Any cash balance will be held as a deposit with the Trustee or a member of the CIBC Group, payable on demand. The Trustee or the member of the CIBC Group holding the deposit may pay interest on the deposit at a rate and to be credited at a time as it in its sole discretion determines.
  - d) It will be Your responsibility to determine whether any transfer, contribution or investment is or remains a "qualified investment" and is not a "prohibited investment" for RRIFs pursuant to the Act. The Trustee shall exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Fund holds a non-qualified investment. You are responsible for any taxes, interest and penalties imposed on You or the Fund under the Act for acquiring or holding either non-qualified investments or prohibited investments except for taxes, interest and penalties imposed on the Trustee under the Act. Should an investment no longer be a qualified investment for an RRIF under the Act, We may in Our sole discretion, withdraw that investment from the Fund and deliver it to You in kind, or sell it and retain the proceeds in the Fund. We shall determine the fair market value of the investment for tax reporting purposes in such manner as we determine in Our sole discretion.
  - e) The Fund will bear any taxes, interest and penalties imposed under the Tax Laws. If the Fund Assets are insufficient to pay any taxes, penalties or related interest incurred, or if taxes, penalties or related interest are imposed after the Fund has ceased to exist, You must pay or reimburse Us directly for any such taxes, penalties or related interest other than for charges, taxes or penalties imposed on the Trustee under the Act.
  - f) We will not be responsible for any loss or tax resulting from the sale or other disposition or any valuation of any investment forming part of the Fund Assets.
  - g) Notwithstanding anything in the Declaration, We may decline to accept any particular transfer or contribution or to make or continue to hold any particular investment, in Our sole discretion or for any reason, including any Foreign Denominated Fund Asset or any asset if it does not comply with Our administrative requirements or policies in place from time to time. We may also need You to provide special supporting documentation as a condition to Our making certain investments for the Fund.
5. **Foreign Denominated Fund Assets.** Where You have chosen Foreign Denominated Fund Assets to be bought, sold or held in the Fund:
- a) Any tax withholding or reporting under Tax Laws in regard to Foreign Denominated Fund Assets will be in Canadian dollars, at the applicable exchange rate and as provided in subsection 10 (f). It is Your responsibility to make sure any limits under Tax Laws that apply to You and the Fund are met, including if a transaction involves Foreign Denominated Fund Assets;
  - b) We may transfer assets within the Fund between different currencies in order to administer the Fund, including to prevent debit balances; and
  - c) In connection with any transfer within or from the Fund or any withdrawal or payment of fees and expenses under the Declaration, We may sell and convert between Foreign Denominated Fund Assets of different currencies or between Canadian dollars and Foreign Denominated Fund Assets at the applicable exchange rate and as provided in subsection 10(f). We will have no liability to You in respect of any sold or converted Fund Assets or for any losses that may result from those sales or conversions.
6. **Your Account and Statements.** We will maintain an account in Your name showing all contributions, transfers, investments and withdrawals. We will provide You with account statements as required under securities regulations. We will make returns and file reports as may be required from time to time by the Tax Laws.
7. **Management and Ownership.** We may hold any investment in Our own name, in the name of Our nominee or Agent, in bearer form or in another name or form, or with any custodian, clearing corporation or depository, as We may determine. We may generally exercise the power of an owner with respect to the Fund Assets, including the right to vote or give proxies to vote, however, We may decline to act or as a condition to acting may require You to sign documents related to subscriptions, voting, proxies or other corporate actions, as We in Our sole discretion determine and We will have no liability for acting or declining to act. We may sell Fund Assets to pay any assessments, taxes or charges in connection with Your or the Fund's liability, except for assessments, taxes, interest, penalties or charges imposed on the Trustee under the Act. In exercising Our rights and carrying out Our responsibilities, We may employ agents and advisors, including legal counsel, and may act or not act on the advice or information of any agent or advisor.
8. **Payments.** In each calendar year (the "Year"), We will make payments from the Fund to You as follows:
- a) **Minimum Amount:** The Act requires that You receive payments each Year from the Fund that total at least the Minimum Amount. We will make one or more payments to You, totalling not less than the Minimum Amount. In the Year in which the Fund is opened, the Minimum Amount is zero, meaning that You do not have to take payments if You do not want to. For subsequent Years, the Minimum Amount varies each Year, depending on the Year in which the Fund is opened and Your age (or Your Spouse's or Common-law Partner's age, if You elected before the first payment was made from the Fund that payments be based on Your Spouse's/Common-law Partner's age).

If required by the Tax Laws, tax will be withheld from payments of the Minimum Amount. The value of the Fund Assets will be, for the purposes of determining the Minimum Amount, the market value at the beginning of the Year, and for all other purposes, the market value as determined by Us from time to time.

- b) Excess Payments: Subject to applicable pension legislation or agreement if this is a locked-in Fund, You may direct Us to make payments that exceed the Minimum Amount by giving Us directions in a form acceptable to Us. Tax will be withheld from the excess over the Minimum Amount as required by the Tax Laws.
- c) Payment Frequency: Payments shall be made to You in the amounts, and at the times, as You may elect from time to time from the available payment options and subject to the Tax Laws. You must give written notice to Us in a form acceptable to Us.
- d) Final Payment: The final payment on the completion of the Fund must equal the value of the Fund Assets at the time of the final payment (less all proper charges, including the fees, costs, and expenses payable under section 22, and any applicable taxes), or as required by the Tax Laws.
- e) Redemption: Certain Fund Assets as determined by Us, in Our sole discretion, held within the Fund, such as units or shares of pools of assets, can only be redeemed and not transferred in kind to fulfil any payment request.
- f) Tax Withheld from payments: Tax shall be withheld from any payments out of the Fund as required by Tax Laws.
- g) Source of Fund Assets for Payments: If, for whatever reason, We are unable to comply with Your written instructions as to which investments are to be realized to provide the required cash, then We may without notice to You realize such investments as We, in Our sole discretion, may determine and apply the proceeds to make payments. We are not responsible for any loss or expenses arising from such realization.
- h) Restrictions on Payments: We will not make any payments other than those described in this section or in sections 9 (transfers) and 11 (death). No payment will be for an amount exceeding the value of the Fund Assets immediately before such payment. No payment from the Fund may be assigned, in whole or in part.

**9. Transfers (on Relationship Breakdown or Otherwise).**

Subject to any of Our reasonable requirements, You may direct Us in writing to transfer all or any part of the Fund Assets and/or Fund Proceeds (net of any property We must retain under the Act to ensure that the Minimum Amount can be paid to You in that year) to:

- a) an RRIF or PRPP under which You are the annuitant;
- b) a registered pension plan under which you are a member, as provided in the Act;
- c) an RRSP or RRIF under which Your Spouse, former Spouse, Common-law Partner or former Common-law Partner, from whom You are living separate and apart, is the annuitant, and the transfer is made under

a decree, order or judgment of a competent tribunal, or under a written separation agreement, that relates to a division of property between You and Your Spouse or Common-law Partner or former Spouse or Common-law Partner in settlement of rights arising out of, or on the breakdown of, Your marriage or common-law partnership. Both You and Your Spouse or Common-law Partner or former Spouse or Common-law Partner must be alive at the time of the transfer for Us to complete it.

- d) an immediate or deferred annuity as permitted under the Act, and if this is a locked-in plan, under applicable federal or provincial pension legislation or by agreement; or
- e) another permissible registered retirement investment vehicle that meets the requirements of the Act.

These transfers will take effect in accordance with the Tax Laws and any other applicable law and within a reasonable time after any required forms have been completed. If the transfer is to another RRIF under which You are the annuitant, We will also transfer all information necessary for the other RRIF to operate as a successor to the Fund. Subject to section 10, You may specify in writing which Fund Assets You wish Us to transfer in kind or sell.

**10. Payments, Transfers and Asset Liquidation Generally.** The following applies to any withdrawals, transfers or any other payments required under the Declaration including fees and expenses under section 22, all referred to in this section as "Payment" or "Payments", and any other time assets are liquidated:

- a) It is solely Your responsibility to ensure that there is sufficient cash in the Fund to make Payments. We are not required to make any Payment in kind;
- b) In order to make any Payment, to the extent We determine appropriate, We may, without notice to You, sell all or convert part of any of the Fund Assets at the price or prices as We in Our sole discretion may determine, and We will deduct any applicable fees and expenses. We will have no liability to You in respect of any sold or converted Fund Assets or for any losses that may result from those sales or conversions;
- c) We will withhold and remit any income taxes as required;
- d) A Payment or asset liquidation will only take effect in accordance with the Tax Laws and any other applicable law. No withdrawal or transfer will be made until all liabilities (including for all fees, charges and taxes) have been paid or provided for;
- e) In connection with any Payment or asset liquidation, We may, without notice to You, sell and convert between Foreign Denominated Fund Assets of different currencies or between Canadian dollars and Foreign Denominated Fund Assets, at the applicable exchange rate. We will have no liability to You in respect of any sold or converted Fund Assets or for any losses that may result from those sales or conversions;
- f) Any exchange required between Canadian and foreign currency will be carried out by CIBC or a member or associate of the CIBC Group (any of which is referred to

in this subsection as “CIBC”). In performing any actual currency conversion in or for the Fund, CIBC will act as principal in buying and selling currency from and to You and CIBC will earn spread-based revenue determined by the difference between the rates at which CIBC buys and sells the currency, the rates determined by CIBC in its sole discretion at the time of the buy and sell without having to obtain rates that limit the spread-based revenue. The spread-based revenue will be in addition to any commission, fee or revenue otherwise payable by You

- i. to CIBC on the transaction giving rise to the conversion of currency, and
  - ii. on the payment out or on the account or otherwise payable to the Trustee or Agent;
- g) We will be discharged from all further duties and liabilities in respect of any Payment of Fund Assets;
- h) We are not required to make a Payment from the Fund at any time if We determine that We may suffer legal and/or reputational risk, or that We may be in violation of any law, rule, regulation, agreement or internal policy applicable to us. Without limiting the generality of the previous statement, this includes the Special Economic Measures Act (Canada), or any other regulatory sanctions.
11. **Payment on Death.** Subject to applicable pension legislation or agreement if this is a locked-in Fund, on Your death, We will pay the Fund Proceeds to the Estate Representative and not in accordance with any designation of successor annuitant or other beneficiary unless the designation of successor annuitant or other beneficiary is effective in Your jurisdiction as of the date of Your death such that a RRIF or proceeds of a RRIF can pass outside of Your estate. Sections 12 through 15 are subject to this provision.
12. **Designation of Successor Annuitant or Other Beneficiary.** The following applies with respect to designation of a successor annuitant or other beneficiary on Your death and is subject to section 11 and applicable pension legislation if this is a locked-in Fund:
- a) You may designate a successor annuitant or other beneficiary may be designated in accordance with this paragraph with respect to entitlement to the Fund or the Fund Proceeds after Your death:
    - i. Spouse or Common-law Partner Successor Annuitant: You may designate Your surviving Spouse or Common-law Partner to become the successor annuitant of the Fund after Your death, however, if the Fund becomes a Post-Exempt Trust, We in Our sole discretion, may not permit a designated successor annuitant to become a successor annuitant, but only to receive the Fund Proceeds as beneficiary as provided in subsection 16.b);
    - ii. Beneficiary of Lump Sum: Alternatively, You may designate one or more persons (“Beneficiary” or “Beneficiaries”) to receive the Fund Proceeds in a lump sum payment;
  - b) You understand that if You designated Your Spouse or Common-law Partner as the successor annuitant and You designated one or more beneficiaries under paragraph 12 a. ii above, that beneficiary designation will only be effective if Your Spouse or Common-law Partner predeceases You, disclaims or is not Your Spouse or Common-law Partner on the date of Your death;
  - c) A designation may be made, changed or revoked by an “Instrument”, which means a Will or a written instrument in a form acceptable to Us which adequately identifies the Fund and is signed by and dated by You, as applicable;
  - d) To the extent We offer electronic beneficiary designation, in order for You to provide Us with an Instrument electronically, You must use the electronic system for beneficiary designation specifically provided or authorized by Us.
  - e) If an Instrument specifically designates a Spouse or Common-law Partner as successor annuitant and also designates a beneficiary other than a successor annuitant, the designation of successor annuitant will govern unless the Instrument explicitly provides otherwise;
  - f) By designating a successor annuitant or other beneficiary or not making a designation, You are deciding how the Fund Proceeds are dealt with on Your death. This should be done as part of Your estate planning, with appropriate legal and tax advice. If You designate a charity as a beneficiary, it must be incorporated. If You designate an entity that is not an individual or a corporation as Your beneficiary, that part of Your designation will be considered invalid and treated as not having been made by You;
  - g) It is not Our responsibility, but is Your own responsibility,
    - i. to make sure any successor annuitant or other beneficiary designation or other testamentary disposition reflects Your intentions from time to time, including if there is any change in Your status as a Spouse or Common-law Partner or the death or birth of any person You intend to designate as a successor annuitant or other beneficiary;
    - ii. to inform any person You may have designated as successor annuitant that the right to become a successor annuitant may no longer be available if the Fund is a Post-Exempt Trust, as provided in subsection 16(b); and
    - iii. to inform any Beneficiary, or RRIF Benefit Trustee or Minor’s Trustee, both as defined below, designated successor annuitant or any person whom You may wish to appoint as Your estate representative of the terms of any designation or other testamentary disposition regarding the Fund. It is that person’s responsibility to contact Us and provide Us with required information and documentation in order to access the Fund or Fund Proceeds; We are under no obligation to seek out that person during Your lifetime or, after Your death. While We may choose to access the court after We have notice of Your

death as set out in section 18, We are under no obligation to do that.

- h) We are not required to follow any trust intention or trust interest regarding any beneficiary designation You make, whether express or implied or deemed at law and whether or not You tell us about it. We are explicitly exonerated from and not liable for any claim You or the beneficiary or purported beneficiary of a trust intention or trust interest may make, and this includes Your Estate Representative. This exoneration and exemption from liability is binding on Your estate, Estate Representative and any beneficiary or purported beneficiary of any such trust.
13. **Death of Annuitant.** The following applies on Your Death and is subject to section 11:
- a) No transfers or contributions are allowed into the Fund after Your death;
  - b) We will pay the Fund Proceeds in accordance with the latest dated Instrument We have notice of in Our records upon receiving satisfactory evidence of Your death and any other documents that We may require;
  - c) We may delay payment or the disposition of Fund Assets and distribution of Fund Proceeds for any period We may determine in Our absolute discretion if We believe that a delay is required or advisable to determine the proper recipient of the Fund Proceeds or under any applicable law. We will not be liable for any loss caused by a delay;
  - d) If We receive more than one Instrument or evidence of it, satisfactory to Us in Our sole discretion, We are entitled to pay the Fund Proceeds in accordance with the Instrument having the most recent execution date;
  - e) A designated successor annuitant or other Beneficiary who disclaims or at law is treated as having disclaimed the interest in the Fund arising on Your death will be deemed to have predeceased You;
  - f) If You elected (designated) Your Spouse or Common-law Partner as the successor annuitant:
    - i. this election will only be effective if Your Spouse or Common-law Partner:
      - i) has not predeceased You; and
      - ii) has not disclaimed or released the right to become the successor annuitant; and
      - iii) was Your Spouse or Common-law Partner on the date of Your death;
    - ii. see subsection 16.b) regarding this election if the Fund becomes a Post-Exempt Trust.
  - g) Unless otherwise provided in the Instrument:
    - i. if there is no effective designation of successor annuitant, if more than one Beneficiary is designated on the Instrument:
      - 1. the Fund Proceeds will be divided among those of the Beneficiaries who survive You, in the percentage share specified by You (if the percentage was unclear or not specified, the Fund Proceeds will be divided equally);
      - 2. should any Beneficiary predecease You, the percentage share of the deceased Beneficiary will be divided equally among the Beneficiaries who survive You; and
      - 3. if only one of the Beneficiaries survives You, that Beneficiary will receive the entire Fund Proceeds; and
    - ii. if there is no effective successor annuitant designation and if no Beneficiary is designated or all designated Beneficiaries die before You, the Fund Proceeds will be paid to the Estate Representative;
  - h) We will continue to hold the Fund Assets invested until We receive an instruction from the person or, if there is more than one entitled person, instruction from all persons entitled to the Fund Assets to dispose of the Fund Assets subject to proof, to Our satisfaction, of that person's or those persons' entitlement and subject to the following:
    - i. if the entitled person is the designated successor annuitant, subject to that person completing the necessary documents and procedures, We will change the name of the annuitant of the Fund to the name of that person;
    - ii. if the entitled person is the Estate Representative, on the Estate Representative's direction to pay the Fund Proceeds, We will pay the Fund Proceeds as directed;
    - iii. if the entitled person is a sole Beneficiary, on the sole Beneficiary's direction to pay the Fund Proceeds, We will pay the Fund Proceeds as directed;
    - iv. if the persons entitled are multiple Beneficiaries, upon the direction of all Beneficiaries to pay the Fund Proceeds, We will pay the Fund Proceeds as directed; however, if We have not received direction from each Beneficiary as to how to pay the Fund Proceeds to which that Beneficiary is entitled, or there are, in Our view conflicting directions We cannot reconcile, We will convert the Fund Assets to Canadian cash and pay the proportional entitlement of the Fund Proceeds as directed by each Beneficiary who has given Us a satisfactory direction and hold the remaining balance in cash. We shall have no liability for converting to or holding as Canadian cash under this section, including any losses, expenses or taxes any Beneficiary or any other person incurs as a consequence of that conversion. For each Beneficiary from whom We have not obtained directions, We will be entitled to exercise Our discretion to pay the share of that Beneficiary into court in accordance with section 18;
  - i) We will only change the ownership of the Fund to the name of the designated successor annuitant or make payments from the Fund to the designated successor annuitant or pay the Fund Proceeds to the Beneficiary or Beneficiaries or the Estate Representative, as applicable, if We receive satisfactory evidence of death and any other documents or information We may require. This may include:



- i. letters probate or similar documents in order to establish that You did not subsequently revoke or amend the designation of successor annuitant or Beneficiary in those documents;
  - ii. certain information from the designated successor annuitant and proof satisfactory to Us that the designated successor annuitant was Your Spouse or Common-law Partner at the time of Your death, among other things, in order for the designation of successor annuitant to be effective; and
  - iii. certain identification and other information from or about anyone before taking over as successor annuitant or receiving Fund Proceeds;
- j) All amounts referred to in section 22 will be deducted before any distribution is made. We will be fully discharged once We make any transfers or payments, including if the payment is made to a Minor's Trustee or RRIF Benefit Trustee, both as defined below, or change the name of the Fund into name of the designated successor annuitant, as applicable, and even though any beneficiary designation made by You may be invalid as a testamentary instrument.
- 14. Minor Designated as Beneficiary.** Subject to section 11: If You designate a trustee for a minor, absent any other specific terms in the Instrument regarding holding, investing, distributing and succession of trustee, You are directing Us to pay the minor's share of the Fund Proceeds (the "Minor's Share") to the person or persons You are naming on the Instrument as the trustee for the minor (the "Minor's Trustee") to hold until the minor reaches the age of majority at which time the Minor's Trustee is to pay the Minor's Share to the minor. However, if you designate a Minor's Trustee, should the Minor's Trustee not survive You or should they be unwilling or unable to receive the Minor's Share in trust, You direct Us to pay the Minor's Share to the parent(s) or guardian(s) of the property of the minor if permitted by the applicable provincial legislation or if not permitted, to the applicable provincial official or into court as the case may be. Nothing in this section precludes the Minor's Trustee from purchasing an annuity for the benefit of the minor in accordance with the applicable sections of the Act if deemed appropriate in the circumstances. You understand that:
- a) payment of the Fund Proceeds to the Minor's Trustee discharges Us and We have no duty or responsibility to see to the application of the Fund Proceeds in accordance with any trust provisions in the Instrument or otherwise at law;
  - b) as a consequence of this designation, the minor will be entitled to claim and use the Minor's Share once they become an adult;
  - c) it is Our recommendation and that of the Agent, that if You wish to designate a minor, You do not use a designation form but instead, that You set up a trust for the minor under Your will or a formal beneficiary designation trust. You also understand that a properly-drafted will or trust would provide detailed instructions to the trustee(s) under the will or trust, including with regards to permitted investments and the trustee's powers (for example, if needed, to advance funds to the minor before they become an adult). Without these instructions, the Minor's Trustee may be restricted in the types of investments that may be made and will be governed by trust legislation, which may be inflexible;
- d) We recommend that You obtain independent legal advice in respect of the effects of designating a minor or a Minor's Trustee; and
  - e) You indemnify and save harmless, release and discharge Us and the Agent for and from any claims, expenses and/or losses that may arise or be incurred as a result of You designating a minor or a Minor's Trustee.
- 15. RRIF Benefit Trustee.** Subject to section 11: If You designate trustee(s) as or for the Beneficiary of the Fund, You are directing Us to pay the Fund Proceeds to the trustee(s) ("RRIF Benefit Trustee") to hold and distribute in accordance with the governing trust provisions contained in the Instrument. You understand that:
- a) payment of the Fund Proceeds to the RRIF Benefit Trustee discharges Us and We have no duty or responsibility to see to the application of the Fund Proceeds in accordance with any trust provisions in the Instrument or otherwise at law;
  - b) We recommend that You obtain independent legal advice in respect of the validity and effect of designating the RRIF Benefit Trustee as or for the Beneficiary; and
  - c) You indemnify and save harmless, release and discharge Us and the Agent for and from, any claims, expenses and/or losses which may arise or be incurred as a result of You designating the RRIF Benefit Trustee.
- 16. Non-RRIF Trust.** If the trust under the Declaration is a Non-RRIF Trust, the following apply:
- a) All references in the Declaration and the Application to "Fund", shall mean "Non-Registered Trust" or "Post-Exempt Trust", as applicable, and:
    - i. for a Non-Registered Trust, any reference to the trust being or having the attributes as a RRIF is to be disregarded including the provisions regarding designation of a successor annuitant or other beneficiary;
    - ii. for a Post-Exempt Trust, subject to subsection 16(b), the entitlement on death provisions in the Declaration and the applicable provisions of the Act, where the annuitant is deceased, continue to apply; and
    - iii. to the extent necessary, the term "Fund" shall be read as "trust";
  - b) If the Fund is a Post-Exempt Trust, We may, in our sole discretion, not permit a designated successor annuitant to become a successor annuitant, and deem an election (designation) of a successor annuitant to be a designation to a Beneficiary to receive all of the Fund Proceeds, subject to section 11. However, their entitlement to be treated as a beneficiary in that case will still depend on whether they would have qualified to become a successor annuitant as provided in subsection 13.f)ii. If the designation is to them as

successor holder, but they would not have qualified as a successor holder, then they will also not be entitled to receive as a Beneficiary in these circumstances;

- c) The Trustee shall make the necessary filings and payment of tax as required from time to time under the Act and shall be entitled to charge the costs of doing so as well as a Non-RRIF Trust administration fee as expenses under section 22;
- d) Notwithstanding section 4, upon determining this is or is about to become a Non-RRIF Trust, as soon as administratively possible, the Agent will convert the Fund Assets to cash, which will be Canadian dollars regardless of the currency the investments were in previously, and the Trustee will hold them in cash or in a Canadian dollar money market fund offered by a member of the CIBC Group, as chosen by the Agent from time to time;
- e) For Post-Exempt Trusts, We may, in our sole discretion, determine to open a different account for this inter vivos trust with the Agent or any member of the CIBC Group on terms We determine are reasonable and transfer the assets from the original Fund account with the Agent into the new account. Any cash in the different account for a Post-Exempt Trust will not be held as a deposit. We may invest the cash and pay interest on it at a rate or no rate as We determine, and to be credited at a time as We in Our sole discretion determine, regardless of how much of a return We make on the investment. We may keep the spread between the return We make from the investment and the amount of interest, if any, We pay on the cash. The terms of the Declaration as they apply to Post-Exempt Trusts will continue to apply to the different account.

#### 17. Terminating the Fund.

- a) You may terminate the Fund by giving Us written notice.
- b) We may terminate the Fund at any time without notice
- c) If We determine that:
  - i. the Fund contains a zero balance or a small amount and has remained at a zero balance or below that small amount level for a period of time, that small amount and period as determined by Us in Our sole discretion;
  - ii. the Fund is a Non-Registered Trust; or
  - iii. You or We have terminated the Fund or the Agent has terminated Your account with the Agent, but You have not directed a withdrawal or transfer of all of the Fund Proceeds,

We may liquidate any investments and convert any Foreign Denominated Fund Assets to Canadian cash, if denominated in foreign currency. We may close the Fund and at Our option and in Our sole discretion, either mail to You at the address on record for You as provided for in subsection 27(b), a cheque payable to You for the Fund Proceeds or deposit the Fund Proceeds to an account in Your name alone at a member of the CIBC Group.

- d) We shall have no liability for closing the Fund and applying the Fund Proceeds under this section,

including any losses, expenses or taxes You or any other person incurs as a consequence of the payment.

- e) Any termination will not affect the liabilities or obligations under the Declaration incurred prior to the termination and provisions regarding liability, limitation of liability and indemnity will survive termination of the Fund.

#### 18. Access to the Court. If there is a dispute or conflict about:

- a) not making any payment or transfer from the Fund as set out in subparagraph 10(h);
- b) who is legally authorized to instruct on or entitled to the Fund and direct payment of Fund Proceeds during Your life or to apply for and accept payment of Fund Proceeds on Your death; or
- c) in Our view, a failure of persons entitled on Your death to properly instruct Us regarding payment of Fund Proceeds.

We are entitled to either apply to the courts for directions or pay all or any portion of Fund Proceeds into court, which payment shall be in Canadian dollars, and, be discharged on that payment, and, in any such case, fully recover any legal costs We incur in this regard in accordance with section 22. This is in addition to any right at law of a trustee to pay trust assets into court.

- 19. **Proof of Age.** Your statement of Your date of birth in Your Application will be deemed to be a certification of Your age and Your undertaking to provide any further evidence or proof of age that may be required for the purpose of calculating Your Retirement Income.

- 20. **Delegation by Trustee.** You authorize Us to delegate to the Agent and any others, the performance of administrative, custodial and any other duties relating to the Fund, as We may determine appropriate from time to time. We will, however, bear ultimate responsibility for the administration of the Fund in accordance with the Declaration and the Act. You acknowledge that We may pay the Agent all or any portion of Our fees that We are paid under the Declaration, and other amounts which may include fees We pay the Agent arising from deposits referred to in subsection 4(d) or cash referred to in subsection 16(e). We may reimburse the Agent for its out-of-pocket expenses in performing its delegated duties. The Agent may reimburse Us or a member of the CIBC Group for costs that We or they incur to insure the deposits referred to in 4(d) as required under the Canada Deposit Insurance Corporation Act. You also acknowledge that the Agent will earn normal brokerage commissions on investment transactions processed by Us or the Agent. You agree that the Agent or its affiliates may act as principal or market maker on the other side of a transaction or as part of larger transactions for the Fund, including options, fixed income and currency conversion transactions, and You agree to pay the Agent the applicable commissions on these transactions. You acknowledge and agree that all protections, limitations of liability and indemnifications given to Us under the Declaration are also given to and are for the benefit of the Agent.

21. **Delegation by You.** You may, by way of a duly executed power of attorney, in a form acceptable to Us, appoint an agent to give investment instructions, or otherwise deal with the Fund as Your agent, however We may require proof satisfactory to Us, including requiring court documentation to that effect, of the agent's authority, including with respect to any specific transaction, and also to refuse to deal with Your agent. You release Us from any claim or liability when acting upon the instructions of Your agent. Unless Your power of attorney specifically states otherwise, Your agent appointed under the power of attorney may provide Us and the Agent with information necessary for the "Know Your Client" regime under securities regulation and We may rely on that information.

22. **Our Fees and Expenses.** We are entitled to receive and may charge against the Fund reasonable fees and other charges specifically referred to in the Declaration and any other published fees and charges that We establish from time to time in conjunction with the Agent. We will give You notice of a change in the amount of any published fees as required by securities regulation. We are also entitled to reimbursement for all taxes, penalties and interest, legal fees and for all other costs and out-of-pocket expenses incurred by Us or the Agent in connection with the Fund other than for charges, taxes or penalties imposed on the Trustee under the Act. Without limiting the generality of the previous statement, We are specifically entitled to recover any legal fees and expenses incurred by Us or the Agent in connection with any dispute, conflict or uncertainty arising:

- a) as a result of not making any Payment from the Fund as set out in subsection 10(h);
- b) during Your lifetime or after Your death, regarding who is legally authorized to instruct on the Fund or direct payment of Fund Proceeds;
- c) as a result of any beneficiary designation or other testamentary disposition made by You either on the Fund or otherwise;
- d) out of a third-party demand made upon the Fund; or
- e) out of Your or any other person's interest or alleged interest in the Fund, including any issues involving marriage or common-law partnership breakdown.

Unless otherwise permitted by Us, fees, expenses, and reimbursements will be charged in Canadian dollars only.

23. **Fees and other Benefits to Members of CIBC Group and Affiliates.** You acknowledge that the Agent and other members of the CIBC Group and affiliates may earn management and other fees, commissions, and spreads or other benefits with respect to any mutual funds and any other investments held in or services provided to the Fund, including on any cash balance held as a deposit and any benefits described in the financial statements of any mutual funds and other investments. They and We shall not be required to account for, or to give up, any such benefit.

24. **Our Liability and Your Indemnity.**

- a) We may act upon any instrument, certificate, notice or other writing believed by Us to be genuine and properly signed or presented. When the Fund is terminated and all of the Fund Proceeds are paid out, We are released

and discharged from any further responsibility or obligation in connection with the Fund. Other than for charges, taxes or penalties imposed on the Trustee under the Act, We will not be liable for or in respect of any tax, penalty, interest, loss or damages suffered or incurred by the Fund, You or any other person in connection with the Fund, as a result of:

- i. the acquisition, holding or transfer of any investment, or as a result of payments out of the Fund, made in accordance with instructions given to Us, or pursuant to any direction by You to terminate the Fund;
- ii. as a result of Us acting or declining to act in accordance with instructions given to Us; or
- iii. otherwise in accordance with the terms of the Declaration,

unless caused by Our gross negligence, bad faith or wilful misconduct, or in Quebec, unless caused by Our intentional or gross fault. Without limiting the generality of that statement, You will have no claim whatsoever against Us in relation to any losses, diminution, damages, charges, costs, taxes, assessments, levies, interest, demands, fines, claims, penalties, fees or expenses incurred directly or indirectly with respect to the administration or trusteeship of the Fund or the Fund Assets ("Liabilities"), except Liabilities directly caused by Our gross negligence, bad faith or wilful misconduct, or in Quebec, unless directly caused by Our intentional or gross fault.

You specifically acknowledge that We will not be responsible for Liabilities caused by any action or inaction of the Trustee or the Agent in each one's personal capacity.

- b) The Trustee and the Agent shall have only the obligations and liabilities provided in the Declaration and for greater certainty, shall not have any of the duties, obligations, or liabilities of an administrator of the property of others within the meaning of the Civil Code of Quebec.
- c) You, Your heirs and Estate Representative and each beneficiary under the Fund agree to and by this Declaration do indemnify and save harmless Us, Our associates and affiliates and each of Our and their respective directors, officers, custodians, agents (including the Agent) and employees from and against all Liabilities of any nature whatsoever (including all expenses reasonably incurred in Our or their defence) which may at any time be incurred by any of Us or them, or be brought against any of Us or them by any person, regulatory authority or government authority, and which may in any way whatsoever arise out of or be connected in any way with the Fund. (This indemnity does not apply with respect to charges, taxes or penalties imposed solely on the Trustee under the Act.) If We or any of them are entitled to and make any claim under this indemnity, We may pay the claim from the Fund Assets. If the Fund Assets are insufficient to cover the claim, or if the claim is made after the Fund has ceased to exist, You agree to personally pay the amount

of the claim and We may apply monies held for You in any other account with any member of the CIBC Group, including the Agent, other than a registered retirement savings plan or registered retirement income fund, to eliminate or reduce the claim.

- d) The provisions of this section 24 shall survive the termination of the Fund.

**25. Replacement of Trustee.** We may retire as trustee of the Fund upon sending You sixty (60) days prior notice, provided that a successor trustee has been appointed in writing by the Agent and the successor trustee has accepted the appointment. We will transfer all records and investments of the Fund to the successor trustee immediately upon retirement.

Any trust company resulting from a merger, amalgamation or continuation to which We are party, or succeeding to substantially all of Our RRSP and RRIF trusteeship business (whether by sale of the business or otherwise), will, if authorized, become the successor trustee of the Fund without further act or formality.

**26. Amendments.** We may propose to change, either permanently or temporarily, any term of the Declaration (including fees, charges or other amounts required to be paid by You under the Declaration) or replace the Declaration with another declaration, at any time. We will give You written notice of a proposed change and any other information required by law, at least 30 days before the change is stated to come into effect in the notice in accordance with sub section 27(b), the "Notice to You" provision. You may refuse the change by terminating the Fund without cost, penalty or cancellation indemnity (other than taxes or penalties imposed under the Tax Laws or by any third party as a result of Your termination of the Fund, which will remain Your responsibility) by notifying Us within 30 days of the effective date of the change. You can obtain a copy of the current Retirement Income Fund Declaration of Trust at any CIBC Wood Gundy branch or through our website [woodgundy.cibc.com](http://woodgundy.cibc.com).

**27. Notice.**

- a) Notice By You: Any notice or instructions given by You to Us shall be given by personal delivery or by mail (postage prepaid) to the Trustee, care of, CIBC Wood Gundy, Brookfield Place, P.O. BOX 500, Toronto, Ontario M5J 2S8 or at another address that We may from time to time specify in writing. The notice or instruction shall be deemed to have been given on the day that it is actually delivered to or received by Us.
- b) Notice To You: We can communicate with You about the Fund in any manner permitted by law, including (as applicable), by mail, telephone, fax, email or other electronic means at any address or number You provide or any other relevant channels (including banking centre, branch, website or mobile app notices), and You agree that We may send You confidential information by these means. We will consider that You have received written communications as follows (whether You actually receive them or not):

- i. if We send the communication by prepaid mail, on the third business day after the date on the postmark; and
- ii. in any other case, on the day the communication or notice is displayed or provided to You.

We may contact You outside of business hours for time-sensitive matters. You are responsible for making sure We have Your current address. If something We send You cannot be delivered and is returned to Us, We will not send anything else until You give us a current address.

- c) Notice to Us by Third Parties: While any legal notice or document issued by a third party in respect of the Fund will be effectively served if served on Us at the address in subsection 26(a), service may be accepted, at Our discretion, at any location of the Trustee or Agent or CIBC or any member of the CIBC Group. If any expenses are incurred in responding to any third party legal notice or document, such expenses may be charged to the Fund as out-of-pocket expenses under section 22. We may, but are not required to, notify You of the receipt of any legal notice or document before We comply with it. We may serve You with any legal notice or document by mailing it to You by ordinary mail in accordance with subsection 26(b). Any payment made by Us to a third party claimant under any legal process, if the payment is made in good faith, is a discharge of Our obligations under this Declaration and with respect to the Fund, to the extent of the amount paid.

**28. Collection, Use and Disclosure of Information.** You consent to the collection, use and sharing of Your personal information as described in CIBC's privacy policy, Your Privacy is Protected. This includes sharing information about you within the CIBC Group, and with the Agent, credit bureaus, government institutions or registries, mutual fund companies and other issuers, regulators and self-regulatory organizations, other financial institutions, any references You give us, and others as may be needed for:

- a) identifying You,
- b) qualifying You (or someone You are providing a guarantee for) for products and services;
- c) confirming information You give Us;
- d) protecting You and CIBC from errors and criminal activity;
- e) facilitating tax and other reporting;
- f) fulfilling legal and regulatory responsibilities; and
- g) marketing products and services of CIBC, any CIBC partner program or other third parties.

We may contact You for any of these purposes at the numbers and addresses you have provided to us, including by automatic dialing-announcing device. If You no longer want to receive marketing from CIBC, You may contact CIBC at [1 800 465-CIBC](tel:1800465-CIBC) (2422) at any time. You will not be refused products or services just because You choose not to receive marketing. Upon your death, we may share information (including beneficiary information with (i) your Estate Representative, and/or (ii) the designated

beneficiary(ies), where reasonably necessary to administer Your estate or the Fund.

CIBC's privacy policy is available at any banking centre or [cibc.com](http://cibc.com). This policy may be updated from time to time. CIBC will post the most up-to-date policy on CIBC's website.

29. **Electronic writing and signature.** Where writing or signature are required, in Our sole discretion and subject to applicable law, these may be in electronic form.
30. **Reference to Statutes.** All references in the Declaration to any statute, regulation or any provision of them will mean the statute, regulation or provision as it may be re-enacted or replaced from time to time. If any provision of the Act which is referred to in the Declaration is renumbered because of an amendment to the Act, then the reference in the Declaration is considered to be a reference to the renumbered provision.
31. **Binding.** The terms and conditions of the Declaration will be binding upon Your heirs and Estate Representative and upon Our successors and assigns. However, if the Fund or the Fund Assets are transferred to a successor trustee, then the terms of the successor trustee's declaration of trust will govern from then on.
32. **Governing Law.** The Declaration will be construed, administered and enforced in accordance with the laws of the Canadian province or territory in which You live, or if You do not live in Canada, with the laws of Ontario.
33. **Quebec only.**
- You confirm that You have requested that this document, and any other documents relating to it, be in English. Vous reconnaissez avoir exigé que ce document, ainsi que tout document s'y rattachant, soient rédigés en langue anglaise.
  - For purposes other than the Act, to the extent this arrangement is found not to be a trust under the Civil Code of Quebec, it forms a contract between You and Us.

## 2.3 CIBC Wood Gundy Self-Directed Tax-Free Savings Account Declaration of Trust

CIBC Trust Corporation, a trust company existing under the laws of Canada, agrees to act as trustee for You, the holder named in the Application (as defined below), to establish and operate a CIBC Wood Gundy Self-Directed Tax-Free Savings Account (the "Plan") in accordance with the Income Tax Act (Canada) upon the following terms:

**Some Definitions.** In this declaration of trust, in addition to terms defined elsewhere in it:

*"Act"* means the Income Tax Act (Canada);

*"Agent"* means CIBC World Markets Inc. ("CIBC Wood Gundy"), which is an affiliate of the Trustee and any successor agent;

*"Application"* means the CIBC Wood Gundy Self-Directed Tax-Free Savings Account Application, which could be either in the form of the CIBC Wood Gundy Client Profile document or a stand-alone application;

*"CIBC"* means Canadian Imperial Bank of Commerce unless otherwise stated;

*"CIBC Group"* means collectively CIBC and its Canadian affiliates that offer deposits, loans, mutual funds, securities trading, portfolio management, investment counseling, mortgages, credit cards, trust services, insurance and other products or services;

*"Common-law Partner"* has the meaning set out in the Act;

*"Contributions"* means contributions of cash or investments to the Plan;

*"Declaration"* means this CIBC Wood Gundy Self-Directed Tax-Free Savings Account Declaration of Trust. Unless otherwise indicated, any reference to sections, subsections, paragraphs and subparagraphs mean those provisions in the Declaration;

*"Distribution"* has the meaning set out in subsection 146.2(1) of the Act;

*"Estate Representative"* means the person or persons who has or have demonstrated, with evidence satisfactory to Us, (which may include letters probate or other court documentation), Your death and that person or those persons is or are the legal representative of Your estate;

*"Foreign Denominated Plan Assets"* means Plan Assets denominated in a currency other than Canadian dollars;

*"Holder"* means You and after Your death, the Successor Holder;

*"Non-Registered Trust"* means the trust under the Declaration if the Minister of National Revenue does not accept the election to register the Plan as a TFSA under the Act;

*"Non-TFSA Trust"* means a Non-Registered Trust or a Post-Exempt Trust;

*"Plan Assets"* has the meaning set out in section 2;

*"Plan Proceeds"* means Plan Assets, less any applicable taxes, interest or penalties that are or may become or have to be withheld or payable under the Tax Laws, and less costs of realization and any of Our fees, charges and expenses;

*"Post-Exempt Trust"* means, after the death of the last Holder, the trust that continues to exist and that is no longer a TFSA after the exemption-end time, as defined in the Act;

*"Spouse"* means a spouse for the purposes of the Act;

*"Successor Holder"* means the individual who is the Holder's survivor as defined in subsection 146.2(1) of the Act whom the Holder designates to become and who then becomes the holder (as defined in subsection 146.2(1) of the Act) of the Plan in accordance with the Plan and the Act;

*"Tax Laws"* means the Act and any applicable tax legislation of Your Canadian province or territory of residence, as recorded in Your Application, as amended from time to time on proper notice to Us, provided that if You become a non-resident of Canada, "Tax Laws" means the Act;

*"Tax-Free Savings Account"* or *"TFSA"* has the meaning set out in the Act, including that it is a "qualifying arrangement" as defined in subsection 146.2(1) of the Act;

*"Trustee"* means CIBC Trust Corporation and any successor trustee of the Plan;

"We", "Us" and "Our" means CIBC Trust Corporation and, where applicable, the Agent who acts on behalf of the Trustee for certain administrative tasks in respect of the Plan; and

"You", "Your" and "Yours" refer to the individual who has signed the Application and will be the owner of the Plan; (under the Act, known as the "holder" of the Plan) and, after Your death, means the Successor Holder. The individual cannot be a trust or an individual as trustee of a trust.

1. **Registration.** We will file an election with the Minister of National Revenue to register the Plan as a Tax-Free Savings Account under the Act. Your name, date of birth, Social Insurance Number and any other information required by Canada Revenue Agency that You provide Us must match exactly to what Canada Revenue Agency holds in its records for You, or else the Plan may not be registered and will be a Non-Registered Trust and We are not liable if this happens. See sections 15 and 16 for what happens if this is a Non-Registered Trust. Whether the trust is a Non-Registered Trust shall be determined by Us in Our sole discretion and may occur after the first rejection of registration of the trust as a TFSA by Canada Revenue Agency.
2. **Contributions.** Subject to section 3, We will accept Contributions made by You in accordance with the Act. Contributions that exceed the maximum limits as set out under the Act may trigger tax for which You are responsible. You will be solely responsible for determining the maximum limits for Contributions in any taxation year as permitted by the Act and for taxes imposed because You exceeded those limits including if You contribute while You are a non-resident of Canada. We are not responsible for determining or calculating these limits for You. We will hold the Contributions and any investments, and any income or gains on them (the "Plan Assets") in trust, to be held, invested and used according to the terms of the Declaration and the Act.
3. **Investments.** Where the Plan is a Non-TFSA Trust, this section is subject to sections 15 and 16.
  - a) All investment management authority is solely Your responsibility. This means any statutory rules regarding authorized trustee investments or trustee's duty with regard to investment where the trustee is charged with managing the investments, do not apply to this trust.
  - b) We will hold, invest and sell the Plan Assets according to Your instructions. We may require any instructions to be in writing.
  - c) Any cash balance will be held as a deposit with the Trustee or a member of the CIBC Group, payable on demand. The Trustee or the member of the CIBC Group holding the deposit may pay interest on the deposit at a rate and to be credited at a time as it in its sole discretion determines.
  - d) It will be Your responsibility to determine whether any transfer, Contribution or investment is or remains a "qualified investment" and is not a "prohibited investment" for TFSAs pursuant to the Act. The Trustee shall exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified investment. You are responsible for any taxes, interest and penalties imposed on You or the Plan under the Tax Laws for acquiring or holding either non-qualified investments or prohibited investments except for taxes, interest and penalties imposed on the Trustee under the Act. Should an investment no longer be a qualified investment for a TFSA under the Act, We may, in Our sole discretion, withdraw that investment from the Plan and deliver it to You in kind, or sell it and retain the proceeds in the Plan. We shall determine the fair market value of the investment for tax reporting purposes in such manner as We determine in Our sole discretion.
- e) The Plan will bear any taxes, interest and penalties imposed under the Tax Laws. If the Plan Assets are insufficient to pay any taxes, penalties or related interest incurred, or if taxes, penalties or related interest are imposed after the Plan has ceased to exist, You must pay or reimburse Us directly for any such taxes, penalties or related interest other than for charges, taxes or penalties imposed on the Trustee under the Act.
- f) We will not be responsible for any loss or tax resulting from the sale or other disposition or any valuation of any investment forming part of the Plan Assets.
- g) Notwithstanding anything in the Declaration, We may decline to accept any particular Contribution or transfer or to make or continue to hold any particular investment, in Our sole discretion or for any reason, including any Foreign Denominated Plan Asset or any asset if it does not comply with Our administrative requirements or policies in place from time to time. We may also need You to provide special supporting documentation as a condition to Our making certain investments for the Plan.
4. **Foreign Denominated Plan Assets.** Where You have chosen Foreign Denominated Plan Assets to be bought, sold or held in the Plan:
  - a) Any tax withholding or reporting under Tax Laws in regard to Foreign Denominated Plan Assets will be in Canadian dollars, at the applicable exchange rate and as provided in subsection 9 (e). It is Your responsibility to make sure any limits under Tax Laws that apply to You and the Plan are met, including if a transaction involves Foreign Denominated Plan Assets;
  - b) We may transfer assets within the Plan between different currencies in order to administer the Plan, including to prevent debit balances; and
  - c) In connection with any transfer within or from the Plan or any withdrawal or payment of fees and expenses under the Declaration, We may sell and convert between Foreign Denominated Plan Assets of different currencies or between Canadian dollars and Foreign Denominated Plan Assets, at the applicable exchange rate and as provided in subsection 9(f). We will have no liability to You in respect of any sold or converted Plan Assets or for any losses that may result from those sales or conversions.
5. **Your Account and Statements.** We will maintain an account in Your name showing all Contributions, investments,

transfers and withdrawals. We will provide You with account statements as required under securities regulations. We will make returns and file reports as may be required from time to time by the Tax Laws.

6. **Management and Ownership.** We may hold any investment in Our own name, in the name of Our nominee or Agent, in bearer form or in another name or form, or with any custodian, clearing corporation or depository as We may determine. We may generally exercise the power of an owner with respect to the Plan Assets, including the right to vote or give proxies to vote, however, We may decline to act or as a condition to acting may require You to sign documents related to subscriptions, voting, proxies or other corporate actions, as We in Our sole discretion determine and We will have no liability for acting or declining to act. We may sell Plan Assets to pay any assessments, taxes or charges in connection with Your or the Plan's liability except for assessments, taxes, interest, penalties or charges imposed on the Trustee under the Act. In exercising Our rights and carrying out Our responsibilities, We may employ agents and advisors, including legal counsel, and may act or not act on the advice or information of any agent or advisor.

7. **Withdrawals and Excess Contributions.** You may, by written instructions or by other manner of communication acceptable to Us, request that We make a Distribution to You of all or any part of the Plan Assets. Where permitted by the Act, You may direct Us in writing to make a Distribution to You from the Plan of an amount to reduce the tax that would otherwise be payable by You under section 207.02 or 207.03 of the Act. We are not responsible for determining the amount to be distributed from the Plan.

8. **Transfers (on Relationship Breakdown or Otherwise).**

Subject to any of Our reasonable requirements, You may direct Us in writing to transfer all or any part of the Plan Proceeds to another TFSA under which:

- a) You are the holder of the TFSA as defined in the Act; or
- b) Your Spouse, former Spouse, Common-law Partner or former Common-law Partner, from whom You are living separate and apart, is the holder of the TFSA as defined in the Act and the transfer is made under a decree, order or judgment of a competent tribunal, or under a written separation agreement, relating to a division of property between You and Your Spouse or Common-law Partner in settlement of rights arising out of, or on the breakdown of, Your marriage or common-law partnership. Both You and Your Spouse or Common-law Partner or former Spouse or Common-law Partner must be alive at the time of the transfer for Us to complete it.

These transfers must constitute a qualifying transfer as defined under the Act and will take effect in accordance with the Tax Laws and any other applicable law and within a reasonable time after any required forms have been completed. Subject to section 9, You may specify in writing which Plan Assets You wish Us to transfer in kind or sell.

9. **Payments, Transfers and Asset Liquidation Generally.** The following applies to any withdrawals, transfers or any other payments required under the Declaration including fees and expenses under section 21, all referred to in this section as

"Payment" or "Payments", and any other time assets are liquidated:

- a) It is solely Your responsibility to ensure that there is sufficient cash in the Plan to make Payments. We are not required to make any Payment in kind;
- b) In order to make any Payment, to the extent We determine appropriate, We may, without notice to You, sell all or convert part of any of the Plan Assets at the price or prices as We, in Our sole discretion, may determine, and We will deduct any applicable fees and expenses. We will have no liability to You in respect of any sold or converted Plan Assets or for any losses that may result from those sales or conversions;
- c) We will withhold and remit any income taxes as required;
- d) A Payment or asset liquidation will only take effect in accordance with the Tax Laws and any other applicable law. No withdrawal or transfer will be made until all liabilities (including for all fees, charges and taxes) have been paid or provided for;
- e) In connection with any Payment or asset liquidation, We may, without notice to You, sell and convert between Foreign Denominated Plan Assets of different currencies or between Canadian dollars and Foreign Denominated Plan Assets, at the applicable exchange rate. We will have no liability to You in respect of any sold or converted Plan Assets or for any losses that may result from those sales or conversions;
- f) Any exchange required between Canadian and foreign currency will be carried out by CIBC or a member or associate of the CIBC Group (any of which is referred to in this subsection as "CIBC"). In performing any actual currency conversion in or for the Plan, CIBC will act as principal in buying and selling currency from and to You and CIBC will earn spread-based revenue determined by the difference between the rates at which CIBC buys and sells the currency, the rates determined by CIBC in its sole discretion at the time of the buy and sell without having to obtain rates that limit the spread-based revenue. The spread-based revenue will be in addition to any commission, fee or revenue otherwise payable by You,
  - i. to CIBC on the transaction giving rise to the conversion of currency; and
  - ii. on the payment out or on the account or otherwise payable to the Trustee or Agent;
- g) We will be discharged from all further duties and liabilities in respect of any Payment of Plan Assets;
- h) We are not required to make a Payment from the Plan at any time if We determine that We may suffer legal and/or reputational risk, or that We may be in violation of any law, rule, regulation, agreement or internal policy applicable to us. Without limiting the generality of the previous statement, this includes the Special Economic Measures Act (Canada), or any other regulatory sanctions.

10. **Payment on Death.** On Your death, We will pay the Plan Proceeds to the Estate Representative and not in

accordance with any designation of successor holder or other beneficiary unless the designation of successor holder or other beneficiary is effective in Your jurisdiction as of the date of Your death, such that a TFSA or proceeds of a TFSA can pass outside of Your estate. Sections 11 through 14 are subject to this provision.

11. **Designation of Successor Holder or Other Beneficiary.** The following applies with respect to designation of a successor holder or other beneficiary on Your death and is subject to section 10:

- a) You may designate a successor holder or other beneficiary in accordance with this paragraph with respect to entitlement to the Plan or the Plan Proceeds after Your death:
  - i. Spouse or Common-law Partner Successor Holder: You may designate Your surviving Spouse or Common-law Partner to become the successor holder of the Plan after Your death. However, if the Plan becomes a Post-Exempt Trust, a designated successor holder cannot become a successor holder, but can only receive the Plan Proceeds as beneficiary as provided in subsection 15(b);
  - ii. Beneficiary of Lump Sum: Alternatively, You may designate one or more persons (“Beneficiary” or “Beneficiaries”) to receive the Plan Proceeds in a lump sum payment;
- b) You understand that if You designated Your Spouse or Common-law Partner as the successor holder and You designated one or more Beneficiaries under paragraph 11 (a)(ii) above, that beneficiary designation will only be effective if Your Spouse or Common-law Partner predeceases You, disclaims or is not Your Spouse or Common-law Partner on the date of Your death;
- c) A designation may be made, changed or revoked by an “Instrument” which means a Will or a written instrument in a form acceptable to Us which adequately identifies the Plan and is signed by and dated by You;
- d) To the extent We offer electronic beneficiary designation, in order for You to provide Us with an Instrument electronically, You must use the electronic system for beneficiary designation specifically provided by Us
- e) If an Instrument specifically designates a Spouse or Common-law Partner as successor holder and also designates a beneficiary other than a successor holder, the designation of successor holder will govern unless the Instrument explicitly provides otherwise;
- f) By designating a successor holder or other beneficiary or not making a designation, You are deciding how the Plan Proceeds are dealt with on Your death. This should be done as part of Your estate planning, with appropriate legal and tax advice. If You designate a charity as a beneficiary, it must be incorporated. If You designate an entity that is not an individual or a corporation as Your beneficiary, that part of Your designation will be considered invalid and treated as not having been made by You;

- g) It is not Our responsibility, but is Your own responsibility,
  - i. to make sure any successor holder or other beneficiary designation or other testamentary disposition reflects Your intentions from time to time, including if there is any change in Your status as a Spouse or Common-law Partner or the death or birth of any person You intend to designate as a successor holder or other beneficiary;
  - ii. to inform any person You may have designated as successor holder, that the right to become a successor holder is no longer available if the Plan is a Post-Exempt Trust, as provided in subsection 15(b); and
  - iii. to inform any Beneficiary, or TFSA Benefit Trustee, or Minor’s Trustee, both as defined below, designated successor holder or any person whom You may wish to appoint as Your estate representative of the terms of any designation or other testamentary disposition regarding the Plan. It is that person’s responsibility to contact Us and provide Us with required information and documentation in order to access the Plan or Plan Proceeds. We are under no obligation to seek out that person during Your lifetime or, after Your death. While We may choose to access the court after We have notice of Your death as set out in section 17, We are under no obligation to do that.
- h) We are not required to follow any trust intention or trust interest regarding any beneficiary designation You make, whether express or implied or deemed at law and whether or not You tell us about it. We are explicitly exonerated from and not liable for any claim You or the beneficiary or purported beneficiary of a trust intention or trust interest may make, and this includes Your Estate Representative. This exoneration and exemption from liability is binding on Your estate, Estate Representative and any beneficiary or purported beneficiary of any such trust.

12. **Death of Holder.** The following applies on Your Death and is subject to section 10:

- a) No transfers or Contributions are allowed into the Plan after Your death;
- b) We will pay the Plan Proceeds in accordance with the latest dated Instrument We have notice of in Our records upon receiving satisfactory evidence of Your death and any other documents that We may require;
- c) We may delay payment or the disposition of Plan Assets and distribution of Plan Proceeds for any period We may determine in Our absolute discretion if We believe that a delay is required or advisable to determine the proper recipient of the Plan Proceeds or under any applicable law. We will not be liable for any loss caused by a delay;
- d) If We receive more than one Instrument or evidence of it, satisfactory to Us in Our sole discretion, We are entitled to pay the Plan Proceeds in accordance with the Instrument having the most recent execution date;



- e) A designated successor holder or other Beneficiary who disclaims or at law is treated as having disclaimed the interest in the Plan arising on Your death will be deemed to have predeceased You;
  - f) If You elected (designated) Your Spouse or Common-law Partner as the successor holder, this election will only be effective if Your Spouse or Common-law Partner:
    - i. has not predeceased You; and
    - ii. has not disclaimed or released the right to become the successor holder; and
    - iii. was Your Spouse or Common-law Partner on the date of Your death;
  - g) If the Plan has become a Post-Exempt Trust, a designation of successor holder described in paragraph 11(a)(i) will be deemed to be a beneficiary designation to Your Spouse or Common-law Partner of all of the Plan Proceeds and not a successor holder designation or election;
  - h) Unless otherwise provided in the Instrument:
    - i. if there is no effective designation of successor holder, if more than one Beneficiary is designated on the Instrument:
      1. the Plan Proceeds will be divided among those of the Beneficiaries who survive You, in the percentage share specified by You (if the percentage was unclear or not specified, the Plan Proceeds will be divided equally);
      2. should any Beneficiary predecease You, the percentage share of the deceased Beneficiary will be divided equally among the Beneficiaries who survive You; and
      3. if only one of the Beneficiaries survives You, that Beneficiary will receive the entire Plan Proceeds; and
    - ii. if there is no effective successor holder designation and if no Beneficiary is designated or all designated Beneficiaries die before You, the Plan Proceeds will be paid to the Estate Representative;
  - i) We will continue to hold the Plan Assets invested until We receive an instruction from the person or, if there is more than one entitled person, instruction from all persons entitled to the Plan Assets to dispose of the Plan Assets subject to proof, to Our satisfaction, of that person's or those persons' entitlement and subject to the following:
    - i. if the entitled person is the designated successor holder, subject to that person completing the necessary documents and procedures, We will change the name on the Plan to the name of that person;
    - ii. if the entitled person is the Estate Representative, on the Estate Representative's direction to pay the Plan Proceeds, We will pay the Plan Proceeds as directed;
    - iii. if the entitled person is a sole Beneficiary, on the sole Beneficiary's direction to pay the Plan Proceeds, We will pay the Plan Proceeds as directed; and
  - iv. if the persons entitled are multiple Beneficiaries, upon the direction of all Beneficiaries to pay the Plan Proceeds, We will pay the Plan Proceeds as directed; however, if We have not received direction from each Beneficiary as to how to pay the Plan Proceeds to which that Beneficiary is entitled, or there are, in Our view conflicting directions We cannot reconcile, We will convert the Plan Assets to Canadian cash and pay the proportional entitlement of the Plan Proceeds as directed by each Beneficiary who has given Us a satisfactory direction and hold the remaining balance in cash. We shall have no liability for converting to or holding as Canadian cash under this section, including any losses, expenses or taxes any Beneficiary or any other person incurs as a consequence of that conversion. For each Beneficiary from whom We have not obtained directions, We will be entitled to exercise Our discretion to pay the share of that Beneficiary into court in accordance with section 17;
  - j) We will only change the ownership of the Plan to the name of the designated successor holder or make payments from the Plan to the designated successor holder or pay the Plan Proceeds to the Beneficiary or Beneficiaries or the Estate Representative, as applicable, if We receive satisfactory evidence of death and any other documents or information We may require. This may include:
    - i. letters probate or similar documents in order to establish that You did not subsequently revoke or amend the designation of successor holder or Beneficiary in those documents;
    - ii. certain information from the designated successor holder and proof satisfactory to Us that the designated successor holder was Your Spouse or Common-law Partner at the time of Your death, among other things, in order for the designation of successor holder to be effective; and
    - iii. certain identification and other information from or about anyone before taking over as successor holder or receiving Plan Proceeds;
  - k) All amounts referred to in section 21 will be deducted before any distribution is made. We will be fully discharged once We make any transfers or payments, including if the payment is made to a Minor's Trustee or TFSA Benefit Trustee, both as defined below, or change the name of the Plan into name of the designated successor holder, as applicable, and even though any beneficiary designation made by You may be invalid as a testamentary instrument.
13. **Minor Designated as Beneficiary.** Subject to section 10: If You designate a trustee for a minor, absent any other specific terms in the Instrument regarding holding, investing, distributing and succession of trustee, You are directing Us to pay the minor's share of the Plan Proceeds (the "Minor's Share") to the person or persons You are naming on the Instrument as the trustee for the minor (the "Minor's Trustee") to hold until the minor reaches the age of majority at which time the Minor's Trustee is to pay the

Minor's Share to the minor. However, if you designate a Minor's Trustee, should the Minor's Trustee not survive You or should they be unwilling or unable to receive the Minor's Share in trust, You direct Us to pay the Minor's Share to the parent(s) or guardian(s) of the property of the minor if permitted by the applicable provincial legislation or if not permitted, to the applicable provincial official or into court as the case may be.

You understand that:

- a) payment of the Plan Proceeds to the Minor's Trustee discharges to Us and We have no duty or responsibility to see to the application of the Plan Proceeds in accordance with any trust provisions in the Instrument or otherwise at law;
- b) as a consequence of this designation, the minor will be entitled to claim and use the Minor's Share once they become an adult;
- c) it is Our recommendation and that of the Agent, that if You wish to designate a minor, You do not use a designation form but instead, that You set up a trust for the minor under Your will or a formal beneficiary designation trust. You also understand that a properly drafted will or trust would provide detailed instructions to the trustee(s) under the will or trust, including with regards to permitted investments and the trustee's powers (for example, if needed, to advance funds to the minor before they become an adult). Without these instructions, the Minor's Trustee may be restricted in the types of investments that may be made and will be governed by trust legislation, which may be inflexible;
- d) We recommend that You obtain independent legal advice in respect of the effects of designating a minor or a Minor's Trustee; and
- e) You indemnify and, save harmless, release and discharge Us and the Agent for and from any claims, expenses and/or losses that may arise or be incurred as a result of You designating a minor or a Minor's Trustee.

**14. TFSA Benefit Trustee.** Subject to section 10: If You designate trustee(s) as or for the Beneficiary of the Plan, You are directing Us to pay the Plan Proceeds to the trustee(s) ("TFSA Benefit Trustee") to hold and distribute in accordance with the governing trust provisions contained in the Instrument. You understand that:

- a) payment of the Plan Proceeds to the TFSA Benefit Trustee discharges Us and We have no duty or responsibility to see to the application of the Plan Proceeds in accordance with any trust provisions in the Instrument or otherwise at law;
- b) We recommend that You obtain independent legal advice in respect of the validity and effect of designating the TFSA Benefit Trustee as or for the Beneficiary; and
- c) You indemnify and save harmless, release and discharge Us and the Agent for and from, any claims, expenses and/or losses which may arise or be incurred as a result of You designating the TFSA Benefit Trustee.

**15. Non-TFSA Trust.** If the trust under the Declaration is a Non-TFSA Trust, the following apply:

- a) All references in the Declaration and the Application to "Plan", shall mean "Non-Registered Trust" or "Post-Exempt Trust", as applicable, and,
  - i. for a Non-Registered Trust, any reference to the trust being or having the attributes as a TFSA is to be disregarded including the provisions regarding designation of a successor holder or other beneficiary;
  - ii. for a Post-Exempt Trust, any reference to the trust being or having the attributes as a TFSA is to be disregarded other than that the beneficiary designation provisions will continue to apply subject to subsection 15(b); and
  - iii. to the extent necessary, the term "Plan" shall be read as "trust";
- b) If the Plan is a Post-Exempt Trust, a designated successor holder cannot become a successor holder, but an election (designation) of a successor holder will be deemed to be a designation to a Beneficiary to receive all of the Plan Proceeds, subject to section 10. However, their entitlement to be treated as a beneficiary in that case will still depend on whether they would have qualified to become a successor holder as provided in subsection 12.f). If the designation is to them as successor holder, but they would not have qualified as a successor holder, then they will also not be entitled to receive as a Beneficiary in these circumstances;
- c) The Trustee shall make the necessary filings and payment of tax as required from time to time under the Act and shall be entitled to charge the costs of doing so as well as a Non-TFSA Trust administration fee as expenses under section 21;
- d) Notwithstanding section 3, upon determining this is or is about to become a Non-TFSA Trust, as soon as administratively possible, the Agent will convert the Plan Assets to cash, which will be Canadian dollars regardless of the currency the investments were in previously, and the Trustee will hold them in cash or in a Canadian dollar money market fund offered by a member of the CIBC Group, as chosen by the Agent from time to time;
- e) For Post-Exempt Trusts, We may, in our sole discretion, determine to open a different account for this inter vivos trust with the Agent or any member of the CIBC Group on terms We determine are reasonable and transfer the assets from the original Plan account with the Agent into the new account. Any cash in the different account for a Post-Exempt Trust will not be held as a deposit. We may invest the cash and pay interest on it at a rate, or no rate as We determine, and to be credited at a time as We in Our sole discretion determine, regardless of how much of a return We make on the investment. We may keep the spread between the return We make from the investment and the amount of interest, if any, We pay on the cash. The terms of the Declaration as they apply to Post-Exempt Trusts will continue to apply to the different account.

## 16. Terminating the Plan.

- a) You may terminate the Plan by giving Us written notice.
- b) We may terminate the Plan at any time without notice.
- c) If We determine that:
  - i. the Plan contains a zero balance or a small amount and has remained at a zero balance or below that small amount level for a period of time, that small amount and period as determined by Us in Our sole discretion;
  - ii. the Plan is a Non-Registered Trust; or
  - iii. You or We have terminated the Plan or the Agent has terminated Your account with the Agent, but You have not directed a withdrawal or transfer of all of the Plan Proceeds.

We may liquidate any investments and convert any Foreign Denominated Plan Assets to Canadian cash, if denominated in foreign currency. We may close the Plan and at Our option and in Our sole discretion, either mail to You at the address on record for You as provided for in subsection 26 (b) a cheque payable to You for the Plan Proceeds, or deposit the Plan Proceeds to an account in Your name alone at a member of the CIBC Group.

- d) We shall have no liability for closing the Plan and applying the Plan Proceeds under this section, including any losses, expenses or taxes You or any other person incurs as a consequence of the payment.
- e) Any termination will not affect the liabilities or obligations under the Declaration incurred prior to the termination and provisions regarding liability, limitation of liability and indemnity will survive termination of the Plan.

## 17. Access to the Court. If there is a dispute or conflict about:

- a) not making any payment or transfer from the Plan as set out in subparagraph 9(g);
- b) who is legally authorized to instruct on or entitled to the Plan and direct payment of Plan Proceeds during Your life or to apply for and accept payment of Plan Proceeds on Your death; or
- c) in Our view, a failure of persons entitled on Your death to properly instruct Us regarding payment of Plan Proceeds,

We are entitled to either apply to the courts for directions or pay all or any part of the Plan Proceeds or portion of Plan Proceeds into court, which payment shall be in Canadian dollars, and be discharged on that payment, and, in any such case, fully recover any legal costs We incur in this regard in accordance with section 21. This is in addition to any right at law of a trustee to pay trust assets into court.

## 18. Proof of Age. Your statement of Your date of birth in Your Application will be deemed to be a certification of Your age and Your undertaking to provide any further evidence or proof of age that may be required for the purpose of determining Your eligibility to establish the Plan. The Plan will not be considered a TFSA unless You are at least 18 years of age when You entered into the Plan.

## 19. Delegation by Trustee. You authorize Us to delegate to the Agent and any others, the performance of administrative, custodial and any other duties relating to the Plan, as We

may determine appropriate from time to time. We will, however, bear ultimate responsibility for the administration of the Plan in accordance with the Declaration and the Act. You acknowledge that We may pay the Agent all or any portion of Our fees that We are paid under the Declaration, and other amounts which may include fees We pay the Agent arising from deposits referred to in subsection 3(c) or cash referred to in subsection 15 (e) We may reimburse the Agent for its out-of-pocket expenses in performing its delegated duties. The Agent may reimburse Us or a member of the CIBC Group for costs that We or they incur to insure the deposits referred to in 3(c) as required under the Canada Deposit Insurance Corporation Act. You also acknowledge that the Agent will earn normal brokerage commissions on investment transactions processed by Us or the Agent. You agree that the Agent or its affiliates may act as principal or market maker on the other side of a transaction or as part of larger transactions for the Plan, including options, fixed income and currency conversion transactions, and You agree to pay the Agent the applicable commissions on these transactions. You acknowledge and agree that all protections, limitations of liability and indemnifications given to Us under the Declaration are also given to and are for the benefit of the Agent.

## 20. Delegation by You. You may, by way of a duly executed power of attorney, in a form acceptable to Us, appoint an agent to give investment instructions, or otherwise deal with the Plan as Your agent, however We may require proof satisfactory to Us, including requiring court documentation to that effect, of the agent's authority, including with respect to any specific transaction, and also to refuse to deal with Your agent. You release Us from any claim or liability when acting upon the instructions of Your agent. Unless Your power of attorney specifically states otherwise, Your agent appointed under the power of attorney may provide Us and the Agent with information necessary for the "Know Your Client" regime under securities regulation and We may rely on that information.

## 21. Our Fees and Expenses. We are entitled to receive and may charge against the Plan reasonable fees and other charges specifically referred to in the Declaration and any other published fees and charges that We establish from time to time in conjunction with the Agent. We will give You notice of a change in the amount of any published fees as required by securities regulation. We are also entitled to reimbursement for all taxes, penalties and interest, legal fees and for all other costs and out-of-pocket expenses incurred by Us or the Agent in connection with the Plan other than for charges, taxes or penalties imposed on the Trustee under the Act. Without limiting the generality of the previous statement, We are specifically entitled to recover any legal fees and expenses incurred by Us or the Agent in connection with any dispute, conflict or uncertainty arising:

- a) as a result of not making any Payment from the Plan as set out in subsection 9(g);
- b) during Your lifetime or after Your death, regarding who is legally authorized to instruct on the Plan or direct payment of Plan Proceeds;

- c) as a result of any beneficiary designation or other testamentary disposition made by You either on the Plan or otherwise;
- d) out of a third-party demand made upon the Plan; or
- e) out of Your or any other person's interest or alleged interest in the Plan, including any issues involving marriage or common-law partnership breakdown.

Unless otherwise permitted by Us, fees, expenses, and reimbursements will be charged in Canadian dollars only.

**22. Fees and other Benefits to Members of CIBC Group and Affiliates.** You acknowledge that the Agent and other members of the CIBC Group and affiliates may earn management and other fees, commissions, and spreads or other benefits with respect to any mutual funds and any other investments held in or services provided to the Plan, including on any cash balance held as a deposit and any benefits described in the financial statements of any mutual funds and other investments. They and We shall not be required to account for, or to give up, any such benefit.

**23. Our Liability and Your Indemnity.** We may act upon any instrument, certificate, notice or other writing believed by Us to be genuine and properly signed or presented. When the Plan is terminated and all of the Plan Proceeds are paid out, We are released and discharged from any further responsibility or obligation in connection with the Plan.

- a) Other than for charges, taxes or penalties imposed on the Trustee under the Act, We will not be liable for or in respect of any tax, penalty, interest, loss or damages suffered or incurred by the Plan, You or any other person in connection with the Plan, as a result of:
  - i. the acquisition, holding or transfer of any investment, or as a result of payments out of the Plan, made in accordance with instructions given to Us, or pursuant to any direction by You to terminate the Plan;
  - ii. as a result of Us acting or declining to act in accordance with instructions given to Us; or
  - iii. otherwise in accordance with the terms of the Declaration, unless caused by Our gross negligence, bad faith or wilful misconduct, or in Quebec, unless caused by Our intentional or gross fault.

Without limiting the generality of that statement, You will have no claim whatsoever against Us in relation to any losses, diminution, damages, charges, costs, taxes, assessments, levies, interest, demands, fines, claims, penalties, fees or expenses incurred directly or indirectly with respect to the administration or trusteeship of the Plan or the Plan Assets ("Liabilities"), except Liabilities directly caused by Our gross negligence, bad faith or wilful misconduct, or in Quebec, unless directly caused by Our intentional or gross fault. You specifically acknowledge that We will not be responsible for Liabilities caused by any action or inaction of the Trustee or the Agent in each one's personal capacity.
- b) The Trustee and the Agent shall have only the obligations and liabilities provided in the Declaration and for greater certainty, shall not have any of the

duties, obligations, or liabilities of an administrator of the property of others within the meaning of the Civil Code of Quebec.

- c) You, Your heirs and Estate Representative and each beneficiary under the Plan agree to and by this Declaration do indemnify and save harmless Us, Our associates and affiliates and each of Our and their respective directors, officers, custodians, agents (including the Agent) and employees from and against all Liabilities of any nature whatsoever (including all expenses reasonably incurred in Our or their defence) which may at any time be incurred by any of Us or them, or be brought against any of Us or them by any person, regulatory authority or government authority, and which may in any way whatsoever arise out of or be connected in any way with the Plan. (This indemnity does not apply with respect to charges, taxes or penalties imposed solely on the Trustee under the Act.) If We or any of them are entitled to and make any claim under this indemnity,
  - d) We may pay the claim from the Plan Assets. If the Plan Assets are insufficient to cover the claim, or if the claim is made after the Plan has ceased to exist, You agree to personally pay the amount of the claim and We may apply monies held for You in any other account with any member of the CIBC Group, including the Agent, other than a registered retirement savings plan or registered retirement income fund, to eliminate or reduce the claim.
  - e) The provisions of this section 23 shall survive the termination of the Plan.

**24. Replacement of Trustee.** We may retire as trustee of the Plan upon sending You sixty (60) days prior notice, provided that a successor trustee has been appointed in writing by the Agent and the successor trustee has accepted the appointment. We will transfer all records and investments of the Plan to the successor trustee immediately upon retirement.

Any trust company resulting from a merger, amalgamation or continuation to which We are party, or succeeding to substantially all of Our TFSA trusteeship business (whether by sale of the business or otherwise), will, if authorized, become the successor trustee of the Plan without further act or formality.

**25. Amendments.** We may propose to change, either permanently or temporarily, any term of the Declaration (including fees, charges or other amounts required to be paid by You under the Declaration) or replace the Declaration with another declaration, at any time. We will give You written notice of a proposed change and any other information required by law, at least 30 days before the change is stated to come into effect in the notice in accordance with subsection 26(b), the "Notice to You" provision. You may refuse the change by terminating the Plan without cost, penalty or cancellation indemnity (other than taxes or penalties imposed under the Tax Laws or by any third party as a result of Your termination of the Plan, which will remain Your responsibility) by notifying Us within 30 days of the effective date of the change. You can obtain

a copy of the current Tax-Free Savings Account Declaration of Trust at any CIBC Wood Gundy branch or through our website ([woodgundy.cibc.com](http://woodgundy.cibc.com)).

## 26. Notice.

- a) Notice By You: Any notice or instructions given by You to Us shall be given by personal delivery or by mail (postage prepaid) to the Trustee, care of, CIBC Wood Gundy, Brookfield Place, P.O. Box 500, Toronto, Ontario M5J 2S8 or at another address that We may from time to time specify in writing. The notice or instruction shall be deemed to have been given on the day that it is actually delivered to or received by Us.
- b) Notice To You: We can communicate with You about the Plan in any manner permitted by law, including (as applicable), by mail, telephone, fax, email or other electronic means at any address or number You provide or any other relevant channels (including banking centre, branch, website or mobile app notices), and You agree that We may send You confidential information by these means. We will consider that You have received written communications as follows (whether You actually receive them or not):
  - i. if We send the communication by prepaid mail, on the third business day after the date on the postmark; and
  - ii. in any other case, on the day the communication or notice is displayed or provided to You.

We may contact You outside of business hours for time-sensitive matters. You are responsible for making sure We have Your current address. If something We send You cannot be delivered and is returned to Us, We will not send anything else until You give us a current address.

- c) Notice to Us by Third Parties: While any legal notice or document issued by a third party in respect of the Plan will be effectively served if served on Us at the address in subsection 26 a), service may be accepted, at Our discretion, at any location of the Trustee or Agent or any member of the CIBC Group. If any expenses are incurred in responding to any third party legal notice or document, such expenses may be charged to the Plan as out-of-pocket expenses under section 21. We may, but are not required to, notify You of the receipt of any legal notice or document before We comply with it. We may serve You with any legal notice or document by mailing it to You by ordinary mail in accordance with subsection 26 b). Any payment made by Us to a third party claimant under any legal process, if the payment is made in good faith, is a discharge of Our obligations under this Declaration and with respect to the Plan, to the extent of the amount paid.

**27. Collection, Use and Disclosure of Information.** You consent to the collection, use and sharing of Your personal information as described in CIBC's privacy policy, Your Privacy is Protected. This includes sharing information about you within the CIBC Group, and with the Agent, credit bureaus, government institutions or registries, mutual fund companies and other issuers, regulators and self-regulatory

organizations, other financial institutions, any references You give us, and others as may be needed for:

- a) identifying You,
- b) qualifying You (or someone You are providing a guarantee for) for products and services;
- c) confirming information You give Us;
- d) protecting You and CIBC from errors and criminal activity;
- e) facilitating tax and other reporting;
- f) fulfilling legal and regulatory responsibilities; and
- g) marketing products and services of CIBC, any CIBC partner program or other third parties.

We may contact You for any of these purposes at the numbers and addresses you have provided to us, including by automatic dialing-announcing device. If You no longer want to receive marketing from CIBC, You may contact CIBC at **1 800 465-CIBC (2422)** at any time. You will not be refused products or services just because You choose not to receive marketing.

Upon your death, we may share information (including beneficiary information) with (i) your Estate Representative, and/or (ii) the designated beneficiary(ies), where reasonably necessary to administer Your estate or the Plan. CIBC's privacy policy is available at any banking centre or [cibc.com](http://cibc.com). This policy may be updated from time to time. CIBC will post the most up-to-date policy on the CIBC website.

- 28. Electronic writing and signature.** Where writing or signature are required, in Our sole discretion and subject to applicable law, these may be in electronic form.
- 29. Reference to Statutes.** All references in the Declaration to any statute, regulation or any provision of them will mean the statute, regulation or provision as it may be re-enacted or replaced from time to time. If any provision of the Act which is referred to in the Declaration is renumbered because of an amendment to the Act, then the reference in the Declaration is considered to be a reference to the renumbered provision.
- 30. Binding.** The terms and conditions of the Declaration will be binding upon Your heirs and Estate Representative and upon Our successors and assigns. However, if the Plan or the Plan Assets are transferred to a successor trustee, then the terms of the successor trustee's declaration of trust will govern from then on.
- 31. Governing Law.** The Declaration will be construed, administered and enforced in accordance with the laws of the Canadian province or territory in which You live, or if You do not live in Canada, with the laws of Ontario.
- 32. Exclusive Benefit of You.**
  - a) The Plan must be maintained for Your exclusive benefit.
  - b) Prior to Your death, no one other than You or Us shall have rights under the Plan relating to the amount and timing of distributions and investing of funds in the Plan.
  - c) No one other than You may make contributions to the Plan.

- d) Subject to the terms of this Declaration, when directed to do so by You, We will transfer all or any part of the property held in the Plan (or an amount equal to its value) to another TFSA of Yours.
- e) Notwithstanding subsections 31 a), b) and d), You may, only with the written consent of the Agent, obtained in advance, use Your interest in the Plan as security for a loan or other indebtedness if the conditions of subsection 146.2(4) of the Act are met.

33. **Borrowing.** The trust that forms the Plan is prohibited from borrowing money or other property for the purposes of the Plan.

34. **Quebec only.**

- a) You confirm that You have requested that this document, and any other documents relating to it, be in English. Vous reconnaissez avoir exigé que ce document, ainsi que tout document s’y rattachant, soient rédigés en langue anglaise.
- b) For purposes other than the Act, to the extent this arrangement is found not to be a trust under the Civil Code of Quebec, it forms a contract between You and Us

## 2.4 CIBC Wood Gundy Individual Self-Directed Education Savings Plan Trust Agreement

1. **Definitions.** In this Trust Agreement, these terms have the following meaning (unless the context requires otherwise):

- a) “*Accumulated Income Payment*” means an “accumulated income payment” as defined in the Act and the provisions respecting the making of those payments are set out in Section 13;
- b) “*Act*” means the Income Tax Act (Canada);
- c) “*Applicable Legislation*” means the Act, the Canada Education Savings Act, and any applicable provincial tax and education legislation, collectively, including any regulations under them, and may include provincial legislation which is not yet in force but which purports to establish a program that ESDC has stated it will treat as a Designated Provincial Program, even though that provincial legislation is not yet in force;
- d) “*Application*” means the CIBC Wood Gundy Self-Directed Education Savings Plan (Individual) application form, which could be either in the form of the CIBC Wood Gundy Client Profile document or a stand-alone application;
- e) “*Beneficiary*” means a person:
  - i. named by the Subscriber on the Application or other form acceptable to the Promoter as a potential recipient of Educational Assistance Payments;
  - ii. whose Social Insurance Number has been provided to the Promoter and;
  - iii. who is resident in Canada when named as a Beneficiary under paragraph (i);

The requirements of paragraphs (ii) and (iii) do not apply to a person designated as a Beneficiary before

2004. In addition, a non-resident person without a Social Insurance Number may be designated as a Beneficiary provided that the designation is made in conjunction with a transfer from another RESP under which the person was a beneficiary immediately before the transfer;

- f) “*Canada Education Savings Grant*” means an amount paid to the Plan under Section 5 of the Canada Education Savings Act or under Part III.1 of the Department of Employment and Social Development Act, as it read before the coming into force of section 5 of the Canada Education Savings Act;
- g) “*Canada Learning Bond*” means an amount paid to the Plan under section 6 of the Canada Education Savings Act;
- h) “*CIBC*” means Canadian Imperial Bank of Commerce;
- i) “*CIBC Group*” means CIBC and its subsidiaries that currently offer deposits, loans, mutual funds, securities trading, mortgages, trust, and insurance services;
- j) “*CIBC Trust*” means CIBC Trust Corporation, a trust company licensed under Canadian law to provide trustee services in Canada;
- k) “*Contribution*” means an amount contributed into the Plan in cash or in kind by a Subscriber (or someone on the Subscriber’s behalf) with respect to a Beneficiary in accordance with the terms of the Trust Agreement and limits in the Act, and does not include an amount paid into the Plan under or because of:
  - i. the Canada Education Savings Act or a Designated Provincial Program; or
  - ii. any other program that has a similar purpose to a Designated Provincial Program and that is funded, directly or indirectly, by a province (other than an amount paid into the Plan by a Public Primary Caregiver in its capacity as Subscriber under the Plan);
- l) “*Designated Educational Institution*” means the Post-Secondary Educational Institution named by a Subscriber on the Application or another form provided by the Promoter (or, if none is named, any designated educational institution, as defined in subparagraph 118.6(1)(a)(i) of the Act, chosen by the Promoter in its sole discretion) and which is allowed to receive payments under paragraph (d) of the definition of “trust” in subsection 146.1(1) of the Act;
- m) “*Designated Provincial Program*” means:
  - i. a program administered pursuant to an agreement entered into under Section 12 of the Canada Education Savings Act; or
  - ii. a program established under the laws of a province to encourage the financing of children’s post-secondary education through savings in registered education savings plans;
- n) “*Educational Assistance Payment*” means any amount paid or payable under the Plan to or for a Beneficiary to assist the Beneficiary to further the Beneficiary’s education at a post-secondary school level (but does not include a Refund of Contributions under section 14);

- o) “ESDC” means Employment and Social Development Canada;
- p) “Estate Representative” means the person or persons who has or have demonstrated, with evidence satisfactory to Us, (which may include letters probate or other court documentation), the death of the sole Subscriber, the death of a Joint Subscriber in Québec, or in the case of Joint Subscribers outside Québec, the death of the last of the Joint Subscribers, and that person, or those persons, is or are the legal representative of that deceased Subscriber’s estate;
- q) “Former Plan” means any other RESP entered into by a Subscriber;
- r) “Government Assistance” means any Canada Education Savings Grant, Canada Learning Bond, or Provincial Program Assistance;
- s) “Joint Subscribers” means the Subscribers set out in paragraph ii) of the definition of “Subscriber” being the individual (other than a trust) and the spouse or common-law partner of the individual, named as Subscribers in the Application;
- t) “Plan” means the education savings plan set up under the Trust Agreement, the Application and the Applicable Legislation;
- u) “Plan Assets” means all assets held by the Trustee under the Trust Agreement from time to time and consisting of any amounts or investments contributed, paid or transferred to the Plan, and the net earnings on them;
- v) “Plan Proceeds” means Plan Assets, less:
  - i. any applicable taxes, interest or penalties that are or may become or have to be withheld or payable under the Tax Laws;
  - ii. costs of realization and any of Our fees, charges and expenses; and
  - iii. Government Assistance that is to be repaid under Applicable Legislation;
- w) “Post-secondary Educational Institution” means an educational institution:
  - i. in Canada that is:
    - A. a university, college or other educational institution designated by the relevant authority under the Canada Student Loans Act, the Canada Student Financial Assistance Act or, in Québec, An Act respecting financial assistance for education expenses; or
    - B. certified by the Minister of Employment and Social Development Canada to be an educational institution providing courses, other than courses designed for university credit, that furnish a person with skills for, or improve a person’s skills in, an occupation; or
  - ii. outside Canada that is an educational institution that provides courses at a post-secondary school level and that is:
    - A. a university, college or other educational institution at which a Beneficiary was enrolled in a course of not less than 13 consecutive weeks; or
    - B. a university at which a Beneficiary was enrolled on a full-time basis in a course of not less than three consecutive weeks;
- x) “Primary Caregiver” means, with respect to the Beneficiary at the time the Application is signed, the individual who is eligible to receive the Canada Child Tax Benefit payment;
- y) “Promoter” means CIBC World Markets Inc., the promoter of the Plan under the Act;
- z) “Provincial Program Assistance” means an amount paid to the Plan under a Designated Provincial Program;
- aa) “Public Primary Caregiver” of a Beneficiary in respect to whom a special allowance is payable under the Children’s Special Allowances Act, means the department, agency or institution that maintains the Beneficiary or the public trustee or public curator of the province in which the Beneficiary resides;
- bb) “Qualifying Educational Program” means a program at a postsecondary school level of at least three (3) consecutive weeks duration that requires each student taking the program spend at least ten (10) hours per week on courses or work in the program;
- cc) “Refund of Contributions” means any payment under subsection 14c) that is a refund of Contributions made at a previous time to this Plan or a Former Plan, excluding the repayment of Government Assistance, as required by the Applicable Legislation;
- dd) “RESP” means a registered education savings plan, as defined in the Act;
- ee) “Specified Educational Program” means a program at a postsecondary level of at least three (3) consecutive weeks duration that requires each student taking the program to spend at least twelve (12) hours per month on courses in the program;
- ff) “Subscriber” means at any time:
  - i) the individual (other than a trust) named as Subscriber in the Application;
  - ii) the individual and the spouse or common-law partner of the individual, named as Joint Subscribers in the Application;
  - iii) the Public Primary Caregiver named as Subscriber in the Application;
  - iv) another individual (other than a trust) or another Public Primary Caregiver who has, under a written agreement, acquired a Public Primary Caregiver’s rights as a Subscriber;
  - v) an individual who has acquired a Subscriber’s rights under the Plan pursuant to a decree, order or judgment of a competent tribunal, or under a written agreement, relating to the division of property between the individual and a Subscriber in settlement of rights arising out of, or on the breakdown of, their marriage or common-law partnership; or

- vi) after the death of a Subscriber, any other person (including the estate of the deceased Subscriber) who:
    - A. acquires the deceased Subscriber's rights as a Subscriber under the Plan; or
    - B. makes contributions into the Plan in respect of a Beneficiary with the written consent of the Promoter, and any other person (including the estate of the deceased Subscriber) who acquires the deceased Subscriber's rights under the Plan, but does not include an individual or a Public Primary Caregiver whose rights as a Subscriber under the Plan had been acquired by an individual or Public Primary Caregiver in the circumstances described in paragraph iv) or v);
  - gg) "*Tax Laws*" means the Act and any applicable tax legislation of Your Canadian province of residence as recorded in Your Application, as amended from time to time on proper notice to Us, provided that if You become a non-resident of Canada, "*Tax Laws*" means the Act;
  - hh) "*Termination Date*" means the earliest of the following:
    - i) the Ultimate Termination Date;
    - ii) if an Accumulated Income Payment is made from the Plan, the last day of February of the year after the year in which the first Accumulated Income Payment is made from the Plan;
    - iii) such earlier date that the Promoter is directed in writing by the Subscriber to terminate the Plan; and
    - iv) the date the Promoter determines to terminate the Plan under subsection 16;
  - ii) "*Trust Agreement*" means this CIBC Wood Gundy Individual Self-Directed Education Savings Plan Trust Agreement. Unless otherwise indicated, any reference to sections, subsections, paragraphs and subparagraphs mean those provisions in the Trust Agreement;
  - jj) "*Trustee*" means CIBC Trust Corporation and any successor trustee of the Plan;
  - kk) "*Ultimate Termination Date*" means the end of the 35th year following the year in which the Plan was entered into;
  - ll) "*We*", "*Us*", and "*Our*" means the Trustee and the Promoter;
  - mm) "*You*", "*Your*", and "*Yours*" refer to:
    - i. for individual Subscribers, the person or persons who has or have signed the Application and will be the Subscriber of the Plan;
    - ii. for a Public Primary Caregiver who is a Subscriber, the Public Primary Caregiver; and
    - iii. any subsequent person who acquires rights as a Subscriber in accordance with the Trust Agreement and Applicable Legislation.
2. **Purpose of the Trust.** The Trustee will hold the Plan Assets irrevocably in trust (subject to the terms of the Trust Agreement including payment of fees and other amounts under section 21) for any of these purposes:
    - a) the payment of Educational Assistance Payments under section 11;
    - b) the payment of Refunds of Contributions under subsection 14c);
    - c) the payment to a Designated Educational Institution in Canada or a trust in its favour;
    - d) the payment to a trust that irrevocably holds property pursuant to another RESP in accordance with the Applicable Legislation;
    - e) the payment of Accumulated Income Payments under section 13;
    - f) the repayment of Government Assistance (and the payment of amounts related to those repayments) under the Canada Education Savings Act or under a Designated Provincial Program, as required by the Applicable Legislation; and
    - g) any other purpose set out in the definition of "trust" in subsection 146.1(1) of the Act.
  3. **Appointment of Trustee.** CIBC Trust agrees to act as Trustee of the Plan and to be responsible for the trust fund created under the Trust Agreement.
  4. **Role of Promoter.** The Promoter agrees to pay or cause to be paid Educational Assistance Payments to or for one or more Beneficiaries upon the direction of the Subscriber and otherwise in accordance with the Trust Agreement. The Promoter is ultimately responsible for Plan administration, including obtaining Canada Revenue Agency's approval of the Trust Agreement as a specimen plan and applying for registration of the Plan as an RESP under the Applicable Legislation. The Promoter must also ensure that the Plan complies at all times with the Applicable Legislation's requirements for RESPs. The Promoter may, if it wishes, delegate certain administrative duties to the Trustee or any other member of the CIBC Group. The Promoter may determine in its sole discretion whether or not the Plan accepts applications for and any payment or transfer of Government Assistance into the Plan.
  5. **Joint Subscribers and Multiple Subscribers.**
    - a) Where there are Joint Subscribers, the Joint Subscribers confirm that they are joint tenants with rights of survivorship (except for a Subscriber resident in Québec, where this right does not exist at law). Joint tenancy with right of survivorship means that if one Subscriber dies, the other Subscriber automatically will become the sole Subscriber and will assume all rights and obligations of the deceased Subscriber under the Plan including the right to receive a Refund of Contributions under subsection 14d) and an Accumulated Income Payment under section 13.
    - b) Where there are Joint Subscribers or multiple Subscribers who are not Joint Subscribers:
      - i. notices and other communications to be sent under the Trust Agreement by the Promoter or its agent to the Subscribers will be effective and binding on all Subscribers when sent to one Subscriber only in accordance with subsection 26b);



- ii. the Subscribers are jointly and severally (solidarily in Québec) liable for any amounts which may be payable under sections 21 or 22;
  - iii. each Subscriber authorizes any other Subscriber to act on his or her behalf with respect to this Plan;
  - iv. The Trustee, the Promoter, and any of their agents may act on instructions or requests received from any Subscriber with respect to the Plan, without any instructions or confirmation from any other Subscriber, including with respect to Plan Contributions, naming Beneficiaries, investments, payments, and refunds; and
  - v. each Subscriber authorizes and directs the Trustee, the Promoter, and their agents to so act and confirms that a payment or refund which is payable under this Plan to the Subscribers may be paid to either of them or each of them separately in the proportion as directed by a Subscriber, subject to the requirements regarding payment of Accumulated Income Payments as set out in section 13, and that payment or refund will be deemed to be payment or refund to all Subscribers.
6. **Beneficiaries.** The Subscriber must name a Beneficiary on the Application. At any time, the Subscriber may change the Beneficiary, subject to Applicable Legislation, by notice to the Promoter on a form acceptable to it. Within ninety (90) days after an individual is named as a Beneficiary, the Promoter or its agent will send the individual written notice of the existence of the Plan and the Subscriber's name and address. If the Beneficiary is under 19 years of age at that time and ordinarily lives with a parent/legal guardian or is maintained by a Public Primary Caregiver, the notice will instead be sent to the parent/ legal guardian or Public Primary Caregiver, as the case may be.
7. **Contributions and Transfers into the Plan.**
- a) **Contributions.** The Subscriber is responsible for deciding when and how much to contribute to the Plan and ensuring that the RESP lifetime limit imposed by subsection 204.9(1) of the Act in respect of a Beneficiary is not exceeded (\$50,000 for 2007 and later years). Contributions will be considered to have been made pro rata in respect of each Beneficiary unless otherwise stipulated by a Subscriber. Contributions may be in cash or, in the Promoter's or its agent's sole discretion, in kind (which means that the Promoter may accept the transfer of actual investments if they are permitted under section 8). The Promoter or its agent may set a minimum amount or value for each Contribution. However, for Contributions after 2003, a Contribution in respect of a Beneficiary is permitted only if:
    - i. the Beneficiary's Social Insurance Number is provided to the Trustee before the Contribution is made (unless the Plan was entered into before 1999) and the Beneficiary is resident in Canada when the Contribution is made; or
    - ii. the Contribution is made by way of transfer from another RESP under which the Beneficiary was a Beneficiary immediately before the transfer.
- b) **Deadline on Contributions.** Contributions cannot be made more than 31 years following the year in which the Plan is entered into.
  - c) **Limit on Amount of Contributions.** If the RESP lifetime limit referred to in subsection 8a) is exceeded, the Subscriber is entirely responsible for requesting a large enough refund under paragraph 14c) to withdraw the "Subscriber's share of the excess amount" (as that phrase is defined in subsection 204.9(1) of the Act).
  - d) **Transfers from Other RESPs.** The Promoter or its agent in its sole discretion reserves the right to accept or decline transfers. Amounts or investments may be transferred from a Former Plan into this Plan (if they are permitted investments under section 8) in accordance with subsections 146.1(6.1) and 204.9(5) of the Act, as long as no Accumulated Income Payments were made from the Former Plan before the transfer and the transfer is otherwise allowed by the Applicable Legislation. To the extent that the transferred amount was paid into the Former Plan by a subscriber in respect of a Beneficiary under the Former Plan, it will be deemed to be a Contribution made in respect of each Beneficiary of the Plan, and at the same time and in the same amount as it was paid into the Former Plan, unless a Beneficiary of this Plan was also a beneficiary of the Former Plan immediately before the transfer or the Beneficiary of this Plan was under 21 years of age at the time the Plan was entered into and is a sibling of a beneficiary of the Former Plan. After that transfer of assets from a Former Plan to the Plan, for all purposes of the Trust Agreement, the Plan will be deemed to be entered into on the earlier of the day on which the Plan was entered into and the day on which the Former Plan was entered into.
8. **Investments.**
- a) All investment management authority is solely Your responsibility. This means any statutory rules regarding authorized trustee investments or trustee's duty with regard to investment where the trustee is charged with managing the investments, do not apply to this trust. We will hold, invest and sell the Plan Assets according to Your instructions. We may require any instructions to be in writing.
  - b) Notwithstanding anything in the Trust Agreement, We may decline to accept any particular Contribution or transfer or to make or continue to hold any particular investment, in Our sole discretion or for any reason, including any asset if it does not comply with Our administrative requirements or policies in place from time to time. We may also need You to provide special supporting documentation as a condition to Our making certain investments for the Plan.
  - c) Any cash balance, including Contributions received by Us and not immediately invested by You, will be held as a deposit with the Trustee under the Trust and Loan Companies Act (Canada), payable on demand. The Trustee may pay interest on the deposit at a rate and to be credited at a time as it in its sole discretion determines.

- d) It will be Your responsibility to determine whether any transfer, contribution or investment is or remains a “qualified investment” and is not a “prohibited investment” for RESPs pursuant to the Tax Laws. The Promoter shall exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified investment. The Plan will bear any taxes, penalties and/or related interest imposed under the Tax Laws. If the Plan Assets are insufficient to pay any taxes, penalties or related interest incurred, or if taxes, penalties or related interest are imposed after the Plan has ceased to exist, You must pay or reimburse Us directly for any such taxes, penalties or related interest other than for charges, taxes or penalties imposed on the Trustee and/or Promoter under the Act. It is also solely Your responsibility for any taxes, interest and/or penalties imposed on You under the Tax Laws for acquiring or holding either non-qualified investments or prohibited investments. Should an investment no longer be a qualified investment for an RESP under the Act, We may, in Our sole discretion, withdraw that investment from the Plan and deliver it to You in kind, or sell it and retain the proceeds in the Plan. We shall determine the fair market value of the investment for tax reporting purposes in such manner as We determine in Our sole discretion.
- e) We will not be responsible for any loss or tax resulting from the sale or other disposition or any valuation of any investment forming part of the Plan Assets, for any purposes of the Plan.
9. **Your Account and Statements.** We will maintain an account in Your name showing all Contributions, transfers, investments, withdrawals and payments. We will provide You account statements as required under securities regulations. We will prepare returns and file reports as may be required from time to time by the Tax Laws and Applicable Legislation.
10. **Management and Ownership.** We may hold any investment in Our own name, in the name of Our nominee or agent, in bearer form or in another name or form, or with any custodian, clearing corporation or depository, as We may determine. We may generally exercise the power of an owner with respect to the Plan Assets, including the right to vote or give proxies to vote, however, We may decline to act or as a condition to acting may require You to sign documents related to subscriptions, voting, proxies or other corporate actions, as We in Our sole discretion determine and We will have no liability for acting or declining to act. We may sell assets to pay any assessments, taxes or charges in connection with Your or the Plan’s liability. In exercising Our rights and carrying out Our responsibilities, We may employ agents and advisors, including legal counsel, and may act or not act on the advice or information of any agent or advisor.
11. **Educational Assistance Payments.** Educational Assistance Payments will be composed of Government Assistance and earnings on Plan Assets and will be otherwise payable in accordance with Applicable Legislation. Upon direction from the Subscriber, in written form or other manner as authorized by the Promoter, the Promoter agrees to pay or cause to be paid Educational Assistance Payments to or for a Beneficiary. An Educational Assistance Payment can be made to or for a Beneficiary only where:
- a) one of the following applies:
    - i. the Beneficiary is at the time of the payment enrolled as a student in a Qualifying Educational Program at a Postsecondary Educational Institution; or
    - ii. the Beneficiary is at the time of the payment at least 16 years of age and is enrolled as a student in a Specified Educational Program at a Post-secondary Educational Institution; or
    - iii. the Beneficiary has, within six months prior to the time of payment, ceased to be enrolled as a student in a Qualifying Educational Program or a Specified Educational Program, as the case may be; and
  - b) either:
    - i. the Beneficiary satisfies the condition set out in subparagraph 11a)i) and:
      - A. has satisfied that condition throughout at least 13 consecutive weeks in the 12-month period preceding the time of the payment; or
      - B. the total of the Educational Assistance Payment and all other prior Educational Assistance Payments made under an RESP of the Promoter to or for the Beneficiary in the 12-month period that ends at the time of the payment does not exceed the maximum amount permitted under the Act, as amended from time to time, or any greater amount that the Minister designated for the purpose of the Canada Education Savings Act has approved in writing with respect to the Beneficiary; or
    - ii. the Beneficiary satisfies the condition set out in subparagraph 11a)ii) and the total of all the Educational Assistance Payments and all other prior Educational Assistance Payments made under an RESP of the Promoter to or for the Beneficiary in the 13-week period that ends at the time of the payment does not exceed the maximum amount permitted under the Act, as amended from time to time, or any greater amount as the Minister designated for the purpose of the Canada Education Savings Act has approved in writing with respect to the Beneficiary.
12. **Payment of Government Assistance.** For a Beneficiary who is 16 or 17 years of age in a given year to be eligible to receive Canada Education Savings Grant or applicable Provincial Program Assistance, at least one of the following conditions must be met:
- a) Contributions totaling at least \$2,000 must have been made to, and not withdrawn from, RESPs for the benefit of the Beneficiary before the calendar year in which the Beneficiary reaches age 16; or
  - b) At least \$100 must have been contributed to, and not withdrawn from, RESPs for the Beneficiary in any four calendar years prior to the year in which the Beneficiary

reaches 16 years of age. Where applicable, certain residency requirements must be met by the Beneficiary for payment of Provincial Program Assistance to or for the Beneficiary.

13. **Accumulated Income Payments.** Upon direction from the Subscriber, in written form or other manner as authorized by the Promoter, the Promoter agrees to pay or cause to be paid an Accumulated Income Payment to the Subscriber only if:
- a) the payment is made to, or on behalf of, a Subscriber who is resident in Canada when the payment is made;
  - b) the payment is not made jointly to, or on behalf of, more than one Subscriber. Where section 17 applies and an Accumulated Income Payment is to be made to the Estate Representative of a deceased Subscriber, if there are multiple Estate Representatives, unless all Estate Representatives agree and otherwise instruct the Promoter in writing to whom an Accumulated Income Payment is to be made, and payment under that instruction would be in accordance with Applicable Legislation, the Accumulated Income Payment will be made in the name of the estate of the deceased Subscriber; and
  - c) any of:
    - i) at the time of the payment, it is after the ninth (9th) year that follows the year in which the Plan was entered into and each individual (other than a deceased individual) who is or was a Beneficiary has attained 21 years of age before the payment is made and is not eligible under the Plan to receive an Educational Assistance Payment;
    - ii) the payment is made in the 35th year following the year in which the Plan was entered into; or
    - iii) each individual who was a Beneficiary is deceased when the payment is made.

The requirements in paragraph 13c)i) are deemed to be met in respect of a Beneficiary if that Beneficiary suffers from a severe and prolonged mental impairment and the Promoter has received written authorization from the Minister of National Revenue to waive the conditions set out in clause 146.1(2)(d.1)(iii)(A) of the Act. On the request of a Subscriber, the Promoter will make a written application to the Minister of National Revenue to request the Minister's authorization in this regard.

14. **Payments Out of the Plan; Refunds of Contributions.**

- a) **Payments Out.** Before making a payment, the Promoter may determine whether any conditions precedent as required under the Trust Agreement and/or the Applicable Legislation are satisfied; its determination will be final and binding on the Subscriber, the Beneficiary and all other persons who may be eligible to receive money from the Plan. The Promoter may establish a limit on the number of payments allowed from the Plan each year. If allowed under the Applicable Legislation, the Promoter will make any of these payments out of the Plan's net earnings, Government Assistance and/or the Contributions (for payments to another RESP under subparagraph (iii) below only),

when the Subscriber asks the Promoter to do so in the form and manner provided by the Promoter and the Subscriber provides any documentation required by the Applicable Legislation or as required by the Trustee in its discretion:

- i. Educational Assistance Payments under section 11;
  - ii. payments to, or to a trust in favour of, a Designated Educational Institution;
  - iii. payments to a trust that irrevocably holds property pursuant to another RESP; or
  - iv. Accumulated Income Payments under section 13.
- b) **Taxes.** Tax information return slips will be issued and taxes will be withheld from any payment out of this Plan, as required by the Applicable Legislation.
  - c) **Refunds of Contributions.** At any time, the Subscriber may ask for a Refund of Contributions to be paid to the Subscriber. The Promoter will pay the Refund of Contributions as directed as long as the Refund of Contributions:
    - i. is requested on the form provided by the Promoter and all requested information is provided by the Subscriber;
    - ii. complies with the terms of the Plan, including the Applicable Legislation; and
    - iii. does not exceed the lesser of total Contributions (less any previous refunds) and the value of the Plan Assets at the time of the Refund of Contributions (less any repayment of Government Assistance, as required by the Applicable Legislation).
  - d) **Government Assistance.** If required by the Applicable Legislation, Government Assistance will be refunded from the Plan Assets to the appropriate government authority.

15. **Payments, Transfers and Asset Liquidation Generally.** The following applies to any withdrawals, transfers or any other payments required under the Trust Agreement including fees and expenses under section 21, all referred to in this section as "Payment" or "Payments", and any other time assets are liquidated:

- a) It is solely Your responsibility to ensure that there is sufficient cash in the Plan to make Payments. We are not required to make any Payment in kind;
- b) In order to make any Payment, to the extent We deem appropriate, We may, without notice to You, sell all or convert part of any of the Plan Assets at the price or prices as We, in Our sole discretion, may determine, and We will deduct any applicable fees and expenses. We will have no liability to You in respect of any sold or converted Plan Assets or for any losses that may result from those sales or conversions;
- c) We will withhold and remit any income taxes as required;
- d) A Payment or asset liquidation will only take effect in accordance with the Tax Laws and any other applicable law. No withdrawal or transfer will be made until all liabilities (including for all fees, charges and taxes) have been paid or provided for;

- e) Where a transaction is carried out or an entitlement on Plan Assets (such as dividends) is received in a foreign currency, it will be converted to Canadian currency. Any exchange required between Canadian and foreign currency will be carried out by CIBC or a member or associate of the CIBC Group (any of which is referred to in this paragraph as “CIBC”). In performing any actual currency conversion in or for the Plan, CIBC will act as principal in buying and selling currency from and to You and CIBC will earn spread-based revenue determined by the difference between the rates at which CIBC buys and sells the currency, the rates determined by CIBC in its sole discretion at the time of the buy and sell without having to obtain rates that limit the spread-based revenue. The spread-based revenue will be in addition to any commission, fee or revenue otherwise payable by You to CIBC on the transaction giving rise to the conversion of currency or otherwise payable to the Trustee of the Plan. The spread-based revenue will be in addition to any commission, fee or revenue otherwise payable by You on the payment out or on the account or otherwise payable to the Trustee or Promoter;
- f) We will be discharged from all further duties and liabilities in respect of any Payment of Plan Assets;
- g) We are not required to make a Payment from the Plan at any time if We determine that We may suffer legal and/or reputational risk, or that We may be in violation of any law, rule, regulation, agreement or internal policy applicable to us. Without limiting the generality of the previous statement, this includes the Special Economic Measures Act (Canada), or any other regulatory sanctions.

#### 16. Plan Termination.

- a) You may terminate the Plan by giving Us written notice.
- b) We may terminate the Plan at any time without notice, including:
  - i. if Your account with the Promoter is terminated or closed as provided in any account agreement with the Promoter;
  - ii. if the Plan contains a zero balance or a small amount and has remained at a zero balance or below that small amount level for a period of time, that small amount and period as determined by Us in Our sole discretion; or
  - iii. You have terminated the Plan or the Promoter has terminated Your account with the Promoter, but You have not directed a withdrawal or transfer of all of the Plan Proceeds.
- c) The Plan must be terminated on or before the Termination Date. If the Plan has not been terminated by no later than six months before the Ultimate Termination Date, the Promoter will advise the Subscriber that the Ultimate Termination Date is approaching. On the Termination Date, the Plan Assets must be used for one or more of the purposes set out in section 2. Unless the Promoter receives a proper payment or refund direction under section 14 at any time before the Termination Date that results in the

termination of the Plan, on Termination Date, the Promoter will pay:

- i. an Accumulated Income Payment to the Subscriber, if an Accumulated Income Payment is permitted by section 13 or the Act; or
  - ii. if an Accumulated Income Payment is not allowed by the Act to any Subscriber, an equivalent payment to the Designated Educational Institution.
- d) The Trustee or the Promoter will be entitled to sell Plan Assets to provide for any payment in connection with Plan termination and neither the Trustee or Promoter will be liable for any losses, expenses or taxes You or any other person incurs as a consequence arising from the sale. Subsequent to such sale and payment, any remaining Plan Assets will be distributed to the Subscriber as a Refund of Contributions in cash or in kind as the Promoter or the Trustee will decide in its sole discretion.
  - e) Any termination will not affect the liabilities or obligations under the Trust Agreement incurred prior to the termination and provisions regarding liability, limitation of liability and indemnity will survive termination of the Plan.
17. **Death of a Subscriber.** This provision does not apply to a Public Primary Caregiver.
- a) Where there are Joint Subscribers with right of survivorship, on death of the first of Joint Subscribers, the deceased Subscriber’s rights in the Plan pass by right of survivorship to the surviving Subscriber. After the death of any Joint Subscriber, on request of the Estate Representative of the deceased Joint Subscriber, We will provide the Estate Representative with any documents and other information about the Plan that the deceased Subscriber would have been entitled to while alive, for a Plan that is joint with right of survivorship, up to and including the date of death, for any other joint Plan, as long as the Estate Representative has rights to the Plan. This includes, among other things, Plan forms, correspondence, transactions, statements, vouchers and balances.
  - b) On death of a sole Subscriber, death of a Joint Subscriber where there is no right of survivorship, or in the case of Joint Subscribers with right of survivorship, death of the last of Joint Subscribers:
    - i. the Promoter will deal with the deceased Subscriber’s Estate Representative regarding the deceased Subscriber’s interest in the Plan;
    - ii. No person may become successor Subscriber of the Plan until the Estate Representative so directs Us in writing as required by Us, and that person signs the documentation and takes the steps required by the Promoter to become successor Subscriber to the Plan;
    - iii. We are entitled to rely on the written direction of the Estate Representative as to who shall become successor Subscriber and are expressly absolved of any responsibility to see to the application of the Plan Assets, how the Plan may be operated by

the successor Subscriber or with respect to any terms of Your estate or the Estate Representative's obligations to Your estate and no Beneficiary or person claiming through Your estate shall have any recourse against Us.

**18. Access to the Court.** If there is a dispute or conflict about:

- a) not making any payment or transfer from the Plan as set out in subparagraph 15g);
- b) who is legally authorized to instruct on or entitled to the Plan and direct payments during Your life or on Your death; or
- c) in Our view, a failure of persons entitled on Your death to properly instruct Us regarding the Plan,

We are entitled to either apply to the courts for directions or pay the Plan Proceeds or portion of Plan Proceeds into court and be discharged on that payment, and, in any such case, fully recover any legal costs We incur in this regard in accordance with section 21. This is in addition to any right at law of a trustee to pay trust assets into court. Neither the Promoter nor the Trustee will have any liability for any taxes or repayment of Government Assistance resulting from any payment into court.

**19. Delegation by Trustee.** You authorize Us to delegate to the Promoter and any others, the performance of administrative, custodial and any other duties relating to the Plan as We may determine appropriate from time to time.

You acknowledge that We may pay the Promoter all or any portion of Our fees and reimburse the Agent for its out-of-pocket expenses in performing its delegated duties. You also acknowledge that the Promoter will earn normal brokerage commissions on investment transactions processed by Us or the Promoter. You agree that the Promoter or its affiliates may act as principal or market maker on the other side of a transaction or as part of larger transactions for the Plan, including options, fixed income and currency conversion transactions, and You agree to pay the Promoter the applicable commissions on these transactions. You acknowledge and agree that all protections, limitations of liability and indemnifications given to Us under the Trust Agreement, are also given to and are for the benefit of the Promoter.

**20. Delegation by You.** You may, by way of a duly executed power of attorney, in a form acceptable to Us, appoint an agent to give investment instructions, or otherwise deal with the Plan as Your agent, however We reserve the right to require proof satisfactory to Us, including requiring court documentation to that effect of the agent's authority, including with respect to any specific transaction, and also to refuse to deal with Your agent. You release Us from any claim or liability when acting upon the instructions of Your agent. Unless Your power of attorney specifically states otherwise, Your agent appointed under the power of attorney may provide Us and the Agent with information necessary for the "Know Your Client" regime under securities regulation and We may rely on that information.

**21. Fees and Expenses.** We are entitled to receive and may charge against the Plan reasonable fees and other charges specifically referred to in the Trust Agreement and any other published fees and charges that We establish from time

to time in conjunction with the Promoter. We will give You notice of a change in the amount of any published fees as required by securities regulation. We are also entitled to reimbursement for all taxes, penalties and interest, legal fees and for all other costs and out-of-pocket expenses incurred by Us in connection with the Plan other than for charges, taxes or penalties imposed on the Promoter and/or Trustee under the Tax Act. Without limiting the generality of the previous statement, We are specifically entitled to recover any legal fees and expenses incurred by Us in connection with any dispute, conflict or uncertainty arising:

- a) as a result of not making any Payment from the Plan as set out in subparagraph 15g);
- b) during Your lifetime, regarding who is legally authorized to instruct on the Plan or direct payment of Plan Proceeds;
- c) from the disposition of the Plan or Plan Proceeds on Your death;
- d) out of a third-party demand made upon the Plan; or
- e) Your or any other person's interest or alleged interest in the Plan, including any issues involving marriage or common-law partnership breakdown.

**22. Our Liability.** We are entitled to act upon any instrument, certificate, notice or other writing believed by Us to be genuine and properly signed or presented. When the Plan is terminated and all of the Plan Proceeds are paid out, We will be released and discharged from any further responsibility or obligation in connection with the Plan. We will not be liable for or in respect of any tax, penalty, interest, loss or damages suffered or incurred by the Plan, You or any other person in connection with the Plan, as a result of:

- a) the acquisition, holding or transfer of any investment, or as a result of payments out of the Plan, made in accordance with instructions given to Us, or pursuant to any direction by You to terminate the Plan or as a required by Applicable Legislation;
- b) as a result of Us acting or declining to act in accordance with instructions given to Us; or
- c) otherwise in accordance with the terms of the Trust Agreement,

unless caused by Our gross negligence, bad faith or wilful misconduct, or in Quebec, unless caused by Our intentional or gross fault. Without limiting the generality of that statement, You will have no claim whatsoever against Us in relation to any losses, diminution, damages, charges, costs, taxes, assessments, levies, interest, demands, fines, claims, penalties, fees or expenses incurred directly or indirectly with respect to the administration or trusteeship of the Plan or the Plan Assets ("Liabilities"), except Liabilities directly caused by Our gross negligence, bad faith or wilful misconduct, or in Quebec, unless caused by Our intentional or gross fault. You specifically acknowledge that We will not be responsible for Liabilities caused by any action or inaction of the Trustee or the Promoter in each one's personal capacity. The Trustee shall have only the obligations and liabilities provided in the Trust Agreement and for greater certainty, shall not have any of the duties, obligations, or liabilities of an administrator

of the property of others within the meaning of the Civil Code of Quebec. You, Your heirs and Estate Representative and each beneficiary under the Plan agree to and by this Trust Agreement do indemnify and save harmless Us, Our associates and affiliates and each of Our and their respective directors, officers, custodians, agents (including the Promoter) and employees from and against all Liabilities of any nature whatsoever (including all expenses reasonably incurred in Our or their defence) which may at any time be incurred by any of Us or them, or be brought against any of Us or them by any person, regulatory authority or government authority, and which may in any way whatsoever arise out of or be connected in any way with the Plan. (This indemnity does not apply with respect to charges, taxes or penalties imposed solely on the Promoter and/or Trustee under the Act.) If We or any of them are entitled to and make any claim under this indemnity, We may pay the claim from the Plan Assets other than Government Assistance as provided in Applicable Legislation. If the Plan Assets other than Government Assistance as provided in Applicable Legislation are insufficient to cover the claim, or if the claim is made after the Plan has ceased to exist, You agree to personally pay the amount of the claim and We may apply monies held for You in any other account with any member of the CIBC Group, including the Promoter, other than a registered retirement savings plan or registered retirement income fund, to eliminate or reduce the claim. The provisions of this section 22 shall survive the termination of the Plan.

**23. Replacement of Trustee.** We may retire as trustee of the Plan upon sending You sixty (60) days prior notice, provided that a successor trustee has been appointed in writing by the Promoter and the successor trustee has accepted the appointment. We will transfer all records and investments of the Plan to the successor trustee immediately upon retirement. Any trust company resulting from a merger, amalgamation or continuation to which We are party, or succeeding to substantially all of RESP trusteeship business (whether by sale of the business or otherwise), will, if authorized, become the successor trustee of the Plan without further act or formality.

**24. Change of Promoter.** The Promoter may assign its rights and obligations under the Trust Agreement to any corporation resident in Canada, provided that the assignee corporation executes any agreement which is necessary or advisable for the purposes of assuming the rights and obligations under this Trust Agreement and further provided that an assignment of this Trust Agreement may not be made without prior written consent of the Trustee, which consent may not be unreasonably withheld.

**25. Amendments.** We may propose to change, either permanently or temporarily, any term of the Trust Agreement (including fees, charges or other amounts required to be paid by You under the Trust Agreement) or replace the Trust Agreement with another trust agreement, at any time. We will give You written notice of a proposed change and any other information required by law, at least thirty (30) days before the change is stated to come into effect in the notice in accordance with subsection 26b), the

“Notice to You” provision. You may refuse the change by terminating the Plan without cost, penalty or cancellation indemnity (other than taxes or penalties imposed under the Tax Laws or any third party as a result of Your termination of the Plan, which will remain Your responsibility, and subject to Applicable Legislation with respect to Government Assistance) by notifying Us within thirty (30) days of the effective date of the change. You can obtain a copy of the current CIBC Wood Gundy Family Self-Directed Education Savings Trust Agreement at any CIBC Wood Gundy branch or through Our website ([woodgundy.cibc.com](http://woodgundy.cibc.com)).

**26. Notice.**

- a) Notice By You: Any notice or instructions given by You to Us shall be given by personal delivery or by mail (postage prepaid) to the Trustee, care of, CIBC Wood Gundy, BCE Place, P.O. Box 500, Toronto, Ontario M5J 2S8 or at another address that We may from time to time specify in writing. The notice or instruction shall be deemed to have been given on the day that it is actually delivered to or received by Us.
- b) Notice to You: We can communicate with You about the Plan in any manner permitted by law, including (as applicable), by mail, telephone, fax, email or other electronic means at any address or number You provide or any other relevant channels (including branch, website or mobile app notices), and You agree that We may send You confidential information by these means. We will consider that You have received written communications as follows (whether You actually receive them or not):
  - i. if We send the communication by prepaid mail, on the third business day after the date on the postmark; or
  - ii. in any other case, on the day the communication or notice is displayed or provided to You.

We may contact You outside of business hours for time-sensitive matters. You are responsible for making sure We have Your current address. If something We send You cannot be delivered and is returned to Us, We will not send anything else until You give Us a current address.

- c) Notice to Us by Third Party: While any legal notice or document issued by a third party in respect of the Plan will be effectively served if served on Us at the address in subsection 26a) service may be accepted, at Our discretion, at any location of the Trustee, Promoter, or any member of the CIBC Group. If We or any member of the CIBC Group incurs any expenses in responding to any third party legal notice or document, We may charge those expenses to the Plan as out-of-pocket expenses under section 21. We may, but are not required to, notify You of the receipt of any legal notice or document before We comply with it. We may serve You with any legal notice or document by mailing it to You by ordinary mail in accordance with subsection 26b). Any payment made by Us to a third-party claimant under any legal process, if the payment is made in good faith, is a discharge of the Trustee's trust

obligations with respect to the Plan Assets and the Plan, to the extent of the amount paid.

27. **Assignment by Subscriber.** A Subscriber cannot during the Subscriber's lifetime assign the Subscriber's rights as a Subscriber in respect of the Plan, unless the Promoter has consented to the assignment in writing and the assignee qualifies as a Subscriber under the definition of "Subscriber" in the Trust Agreement. Any assignment on death is governed by Section 17.

28. **Collection, Use and Disclosure of Information.** We may collect information during the course of Your relationship with Us from credit bureaus, other financial institutions, mutual fund companies, and references You provide to Us. We may disclose information to credit bureaus, other financial institutions, mutual fund companies and other issuers, law enforcement agencies, regulators and self-regulatory organizations. (The word "Information" means financial and financially related information about You, including information to identify You or qualify You for products and services, or information that We need for regulatory requirements.) We may use Information to identify You, protect You, and Us from fraud and error, understand Your needs and eligibility for services, recommend particular products and services to meet Your needs, provide ongoing service, administer referral arrangements that You have agreed to, facilitate tax and other reporting by mutual fund companies and other issuers, and to comply with legal, regulatory and self-regulatory requirements. We may also collect, use and disclose Information for any purpose required or permitted by law, a regulator or a self-regulatory organization. We may share information within the CIBC Group for legal and regulatory purposes, to manage risk and to update Your information as described in the CIBC privacy brochure, "Your Privacy Is Protected". This policy brochure describes how the CIBC Group collects, uses, discloses, and retains information about You and the products and services You use and is available at any CIBC branch or [cibc.com](http://cibc.com).

In addition upon Your death, for the purposes of administration of the Plan or where the information is reasonably necessary for the administration of Your estate, We may share information about the Plan, including information contained in the Application, with Your Estate Representative. In addition to any other consent You may have given with respect to the collection and use of personal information, You hereby consent and agree to allow the Promoter, the Trustee, and their agents (the "Parties") to collect personal information about a Beneficiary (including personal information provided in any forms required for the purposes of the Plan and/or Government Assistance) ("Information") and to use that Information to administer the Plan, or as required by law or regulatory policy, and as otherwise required under the Applicable Legislation or other law including information contained in the Application and any supplementary documents, as well as the amount of any Contribution and the amount of the Plan, with the Beneficiary, with the parent/legal guardian/Public Primary Caregiver of the Beneficiary and ESDC in connection with the administration of the Plan. If You

provide personal information about a third party (such as Your spouse or common-law partner or a Beneficiary), You shall have first obtained appropriate consent from such third party to the collection, use, and disclosure of his or her personal information by the Parties in the course of the administration of the Plan and for the purpose for which it was provided by any of the Parties. The Parties may keep Information in their records for as long as needed for the purposes described above and as required by law.

29. **Electronic Writing and Signature.** Where writing or signature are required, in Our sole discretion and subject to applicable law, these may be in electronic form.

30. **Reference to Statutes.** All references in the Trust Agreement to any statute, regulation or any provision of them will mean the statute, regulation or provision as it may be re-enacted or replaced from time to time. If any provision of the Act which is referred to in the Trust Agreement is renumbered because of an amendment to the Act, then the reference in the Trust Agreement is considered to be a reference to the renumbered provision.

31. **Binding.** The terms and conditions of the Application and the Trust Agreement will be binding upon Your heirs and Estate Representative and upon Our successors and assigns. However, if the Plan or the Plan Assets are transferred to a successor trustee, then the terms of such successor trustee's trust agreement will govern from then on.

32. **Governing Law.** This Trust Agreement will be construed, administered and enforced in accordance with the laws of the Canadian province or territory in which You live or if You do not live in Canada, with the laws of Ontario. If there is more than one Subscriber, the applicable province or territory will be that of the Subscriber whose name appears first on the Application as amended on proper notice to the Promoter from time to time. If any Subscriber is not a resident of Canada, the applicable province or territory will be that of the majority of Subscribers who are resident in Canada. If no Subscriber is resident in Canada, the applicable province will be Ontario.

33. **Québec Only.** For a Plan opened before June 1, 2023, You confirm that it is Your express wish that the Trust Agreement and the documents related to it be drawn up in English. For a Plan opened on or after June 1, 2023, You acknowledge that the French version of the Trust Agreement has been remitted to You and confirm that it is Your express wish to be bound by the English version of the Trust Agreement and related documents. *Pour un Régime conclu avant le 1er juin 2023, Vous confirmez votre volonté expresse que la Convention de fiducie et les documents s'y rattachant soient rédigés en anglais. Pour un Régime conclu à compter du 1er juin 2023, Vous reconnaissez que la version française de la Convention de fiducie vous a été remise, et confirmez votre volonté expresse d'être lié par la version anglaise de la Convention de fiducie et les documents s'y rattachant.*

## 2.5 CIBC Wood Gundy Family Self-Directed Education Savings Plan Trust Agreement

1. **Definitions.** In this Trust Agreement, these terms have the following meaning (unless the context requires otherwise):

- a) *"Accumulated Income Payment"* means an "accumulated income payment" as defined in the Act and the provisions respecting the making of those payments are set out in Section 13;
- b) *"Act"* means the Income Tax Act (Canada);
- c) *"Applicable Legislation"* means the Act, the Canada Education Savings Act, and any applicable provincial tax and education legislation, collectively, including any regulations under them, and may include provincial legislation which is not yet in force but which purports to establish a program that ESDC has stated it will treat as a Designated Provincial Program, even though that provincial legislation is not yet in force;
- d) *"Application"* means the CIBC Wood Gundy Self-Directed Education Savings Plan (Family) application form which could be either in the form of the CIBC Wood Gundy Client Profile document or a standalone application;
- e) *"Beneficiary"* means a person:
  - i. named by the Subscriber on the Application or other form acceptable to the Promoter as a potential recipient of Educational Assistance Payments;
  - ii. connected to each living Subscriber (other than a Public Primary Caregiver), or who was connected to a deceased original Subscriber (other than a Public Primary Caregiver), by blood relationship or adoption (within the meaning of the Act);
  - iii. whose Social Insurance Number has been provided to the Promoter and;
  - iv. who is resident in Canada when named as a Beneficiary under paragraph (i); and
  - v. who is either less than 21 years of age or a beneficiary under another RESP that allows more than one beneficiary at any one time, when named as a Beneficiary under paragraph (i);

The requirements of paragraphs (iii) and (iv) do not apply to a person designated as a Beneficiary before 2004. In addition, a non-resident person without a Social Insurance Number may be designated as a Beneficiary provided that the designation is made in conjunction with a transfer from another RESP under which the person was a beneficiary immediately before the transfer;

- f) *"Canada Education Savings Grant"* means an amount paid to the Plan under Section 5 of the Canada Education Savings Act or under Part III.1 of the Department of Employment and Social Development Act, as it read before the coming into force of section 5 of the Canada Education Savings Act;
- g) *"Canada Learning Bond"* means an amount paid to the Plan under section 6 of the Canada Education Savings Act;

- h) *"CIBC"* means Canadian Imperial Bank of Commerce;
- i) *"CIBC Group"* means CIBC and its subsidiaries that currently offer deposits, loans, mutual funds, securities trading, mortgages, trust, and insurance services;
- j) *"CIBC Trust"* means CIBC Trust Corporation, a trust company licensed under Canadian law to provide trustee services in Canada;
- k) *"Contribution"* means an amount contributed into the Plan in cash or in kind by a Subscriber (or someone on the Subscriber's behalf) with respect to a Beneficiary in accordance with the terms of the Trust Agreement and limits in the Act, and does not include an amount paid into the Plan under or because of:
  - i. the Canada Education Savings Act or a Designated Provincial Program; or
  - ii. any other program that has a similar purpose to a Designated Provincial Program and that is funded, directly or indirectly, by a province (other than an amount paid into the Plan by a Public Primary Caregiver in its capacity as Subscriber under the Plan);
- l) *"Designated Educational Institution"* means the Post-Secondary Educational Institution named by a Subscriber on the Application or another form provided by the Promoter (or, if none is named, any designated educational institution, as defined in subparagraph 118.6(1)(a)(i) of the Act, chosen by the Promoter in its sole discretion) and which is allowed to receive payments under paragraph (d) of the definition of "trust" in subsection 146.1(1) of the Act;
- m) *"Designated Provincial Program"* means:
  - i. a program administered pursuant to an agreement entered into under Section 12 of the Canada Education Savings Act; or
  - ii. a program established under the laws of a province to encourage the financing of children's post-secondary education through savings in registered education savings plans;
- n) *"Educational Assistance Payment"* means any amount paid or payable under the Plan to or for a Beneficiary to assist the Beneficiary to further the Beneficiary's education at a postsecondary school level (but does not include a Refund of Contributions under section 14);
- o) *"ESDC"* means Employment and Social Development Canada;
- p) *"Estate Representative"* means the person or persons who has or have demonstrated, with evidence satisfactory to Us, (which may include letters probate or other court documentation), the death of the sole Subscriber, the death of a Joint Subscriber in Québec, or in the case of Joint Subscribers outside Québec, the death of the last of the Joint Subscribers, and that person, or those persons, is or are the legal representative of that deceased Subscriber's estate;
- q) *"Former Plan"* means any other RESP entered into by a Subscriber;



- r) “Government Assistance” means any Canada Education Savings Grant, Canada Learning Bond, or Provincial Program Assistance;
- s) “Joint Subscribers” means the Subscribers set out in paragraph ii) of the definition of “Subscriber” being the individual (other than a trust) and the spouse or common-law partner of the individual, named as Subscribers in the Application;
- t) “Plan” means the education savings plan set up under the Trust Agreement, the Application and the Applicable Legislation;
- u) “Plan Assets” means all assets held by the Trustee under the Trust Agreement from time to time and consisting of any amounts or investments contributed, paid or transferred to the Plan, and the net earnings on them;
- v) “Plan Proceeds” means Plan Assets, less:
  - i. any applicable taxes, interest or penalties that are or may become or have to be withheld or payable under the Tax Laws;
  - ii. costs of realization and any of Our fees, charges and expenses; and
  - iii. Government Assistance that is to be repaid under Applicable Legislation;
- w) “Post-secondary Educational Institution” means an educational institution:
  - i. in Canada that is:
    - A. a university, college or other educational institution designated by the relevant authority under the Canada Student Loans Act, the Canada Student Financial Assistance Act or, in Québec, An Act respecting financial assistance for education expenses; or
    - B. certified by the Minister of Employment and Social Development Canada to be an educational institution providing courses, other than courses designed for university credit, that furnish a person with skills for, or improve a person’s skills in, an occupation; or
  - ii. outside Canada that is an educational institution that provides courses at a post-secondary school level and that is:
    - A. a university, college or other educational institution at which a Beneficiary was enrolled in a course of not less than 13 consecutive weeks; or
    - B. a university at which a Beneficiary was enrolled on a full-time basis in a course of not less than three consecutive weeks;
- x) “Primary Caregiver” means, with respect to the Beneficiary at the time the Application is signed, the individual who is eligible to receive the Canada Child Tax Benefit payment;
- y) “Promoter” means CIBC World Markets Inc., the promoter of the Plan under the Act;
- z) “Provincial Program Assistance” means an amount paid to the Plan under a Designated Provincial Program;
- aa) “Public Primary Caregiver” of a Beneficiary in respect to whom a special allowance is payable under the Children’s Special Allowances Act, means the department, agency or institution that maintains the Beneficiary or the public trustee or public curator of the province in which the Beneficiary resides;
- bb) “Qualifying Educational Program” means a program at a postsecondary school level of at least three (3) consecutive weeks duration that requires each student taking the program spend at least ten (10) hours per week on courses or work in the program;
- cc) “Refund of Contributions” means any payment under subsection 14c) that is a refund of Contributions made at a previous time to this Plan or a Former Plan, excluding the repayment of Government Assistance, as required by the Applicable Legislation;
- dd) “RESP” means a registered education savings plan, as defined in the Act;
- ee) “Specified Educational Program” means a program at a postsecondary level of at least three (3) consecutive weeks duration that requires each student taking the program to spend at least twelve (12) hours per month on courses in the program;
- ff) “Subscriber” means at any time:
  - i. the individual (other than a trust) named as Subscriber in the Application;
  - ii. the individual and the spouse or common-law partner of the individual, named as Joint Subscribers in the Application;
  - iii. the Public Primary Caregiver named as Subscriber in the Application;
  - iv. another individual (other than a trust) or another Public Primary Caregiver who has, under a written agreement, acquired a Public Primary Caregiver’s rights as a Subscriber;
  - v. an individual who has acquired a Subscriber’s rights under the Plan pursuant to a decree, order or judgment of a competent tribunal, or under a written agreement, relating to the division of property between the individual and a Subscriber in settlement of rights arising out of, or on the breakdown of, their marriage or common-law partnership; or
  - vi. after the death of a Subscriber, any other person (including the estate of the deceased Subscriber) who:
    - A. acquires the deceased Subscriber’s rights as a Subscriber under the Plan; or
    - B. makes contributions into the Plan in respect of a Beneficiary with the written consent of the Promoter, and any other person (including the estate of the deceased Subscriber) who acquires the deceased Subscriber’s rights under the Plan, but does not include an individual or a Public Primary Caregiver whose rights as a Subscriber under the Plan had been acquired by an individual or Public Primary Caregiver in the circumstances described in paragraph iv) or v);

- gg) “*Tax Laws*” means the Act and any applicable tax legislation of Your Canadian province of residence as recorded in Your Application, as amended from time to time on proper notice to Us, provided that if You become a non-resident of Canada, “*Tax Laws*” means the Act;
- hh) “*Termination Date*” means the earliest of the following:
- i) the Ultimate Termination Date;
  - ii) if an Accumulated Income Payment is made from the Plan, the last day of February of the year after the year in which the first Accumulated Income Payment is made from the Plan;
  - iii) such earlier date that the Promoter is directed in writing by the Subscriber to terminate the Plan; and
  - iv) the date the Promoter determines to terminate the Plan under subsection 16;
- ii) “*Trust Agreement*” means this CIBC Wood Gundy Family Self-Directed Education Savings Plan Trust Agreement. Unless otherwise indicated, any reference to sections, subsections, paragraphs and subparagraphs mean those provisions in the Trust Agreement;
- jj) “*Trustee*” means CIBC Trust Corporation and any successor trustee of the Plan;
- kk) “*Ultimate Termination Date*” means the end of the 35th year following the year in which the Plan was entered into;
- ll) “*We*”, “*Us*”, and “*Our*” means the Trustee and the Promoter;
- mm) “*You*”, “*Your*”, and “*Yours*” refer to:
- i. for individual Subscribers, the person or persons who has or have signed the Application and will be the Subscriber of the Plan;
  - ii. for a Public Primary Caregiver who is a Subscriber, the Public Primary Caregiver; and
  - iii. any subsequent person who acquires rights as a Subscriber in accordance with the Trust Agreement and Applicable Legislation.
2. **Purpose of the Trust.** The Trustee will hold the Plan Assets irrevocably in trust (subject to the terms of the Trust Agreement including payment of fees and other amounts under section 21) for any of these purposes:
- a) the payment of Educational Assistance Payments under section 11;
  - b) the payment of Refunds of Contributions under subsection 14c);
  - c) the payment to a Designated Educational Institution in Canada or a trust in its favour;
  - d) the payment to a trust that irrevocably holds property pursuant to another RESP in accordance with the Applicable Legislation;
  - e) the payment of Accumulated Income Payments under section 13;
  - f) the repayment of Government Assistance (and the payment of amounts related to those repayments) under the Canada Education Savings Act or under a Designated Provincial Program, as required by the Applicable Legislation; and
- g) any other purpose set out in the definition of “trust” in subsection 146.1(1) of the Act.
3. **Appointment of Trustee.** CIBC Trust agrees to act as Trustee of the Plan and to be responsible for the trust fund created under the Trust Agreement.
4. **Role of Promoter.** The Promoter agrees to pay or cause to be paid Educational Assistance Payments to or for one or more Beneficiaries upon the direction of the Subscriber and otherwise in accordance with the Trust Agreement. The Promoter is ultimately responsible for Plan administration, including obtaining Canada Revenue Agency’s approval of the Trust Agreement as a specimen plan and applying for registration of the Plan as an RESP under the Applicable Legislation. The Promoter must also ensure that the Plan complies at all times with the Applicable Legislation’s requirements for RESPs. The Promoter may, if it wishes, delegate certain administrative duties to the Trustee or any other member of the CIBC Group. The Promoter may determine in its sole discretion whether or not the Plan accepts applications for and any payment or transfer of Government Assistance into the Plan.
5. **Joint Subscribers and Multiple Subscribers.**
- a) Where there are Joint Subscribers, the Joint Subscribers confirm that they are joint tenants with rights of survivorship (except for a Subscriber resident in Québec, where this right does not exist at law). Joint tenancy with right of survivorship means that if one Subscriber dies, the other Subscriber automatically will become the sole Subscriber and will assume all rights and obligations of the deceased Subscriber under the Plan including the right to receive a Refund of Contributions under subsection 14d) and an Accumulated Income Payment under section 13.
  - b) Where there are Joint Subscribers or multiple Subscribers who are not Joint Subscribers:
    - i. notices and other communications to be sent under the Trust Agreement by the Promoter or its agent to the Subscribers will be effective and binding on all Subscribers when sent to one Subscriber only in accordance with subsection 26b);
    - ii. the Subscribers are jointly and severally (solidarily in Québec) liable for any amounts which may be payable under sections 21 or 22;
    - iii. each Subscriber authorizes any other Subscriber to act on his or her behalf with respect to this Plan;
    - iv. The Trustee, the Promoter, and any of their agents may act on instructions or requests received from any Subscriber with respect to the Plan, without any instructions or confirmation from any other Subscriber, including with respect to Plan Contributions, naming Beneficiaries, investments, payments, and refunds; and
    - v. each Subscriber authorizes and directs the Trustee, the Promoter, and their agents to so act and confirms that a payment or refund which is payable under this Plan to the Subscribers may be paid to either of them or each of them separately in the proportion as directed by a Subscriber, subject to the

requirements regarding payment of Accumulated Income Payments as set out in section 13, and that payment or refund will be deemed to be payment or refund to all Subscribers.

6. **Beneficiaries.** The Subscriber must name one or more Beneficiaries on the Application. At any time, the Subscriber may change the Beneficiary, subject to Applicable Legislation, by notice to the Promoter on a form acceptable to it. Within ninety (90) days after an individual is named as a Beneficiary, the Promoter or its agent will send the individual written notice of the existence of the Plan and the Subscriber's name and address. If the Beneficiary is under 19 years of age at that time and ordinarily lives with a parent/legal guardian or is maintained by a Public Primary Caregiver, the notice will instead be sent to the parent/legal guardian or Public Primary Caregiver, as the case may be.

7. **Contributions and Transfers into the Plan.**

- a) **Contributions.** The Subscriber is responsible for deciding when and how much to contribute to the Plan and ensuring that the RESP lifetime limit imposed by subsection 204.9(1) of the Act in respect of a Beneficiary is not exceeded (\$50,000 for 2007 and later years). Contributions will be considered to have been made pro rata in respect of each Beneficiary unless otherwise stipulated by a Subscriber. Contributions may be in cash or, in the Promoter's or its agent's sole discretion, in kind (which means that the Promoter may accept the transfer of actual investments if they are permitted under section 8). The Promoter or its agent may set a minimum amount or value for each Contribution. However, for Contributions after 2003, a Contribution in respect of a Beneficiary is permitted only if:
  - i. the Beneficiary's Social Insurance Number is provided to the Trustee before the Contribution is made (unless the Plan was entered into before 1999) and the Beneficiary is resident in Canada when the Contribution is made; or
  - ii. the Contribution is made by way of transfer from another RESP under which the Beneficiary was a Beneficiary immediately before the transfer.
- b) **Deadline on Contributions.** Contributions cannot be made more than 31 years following the year in which the Plan is entered into.
- c) **Limit on Amount of Contributions.** If the RESP lifetime limit referred to in subsection 8a) is exceeded, the Subscriber is entirely responsible for requesting a large enough refund under paragraph 14c) to withdraw the "Subscriber's share of the excess amount" (as that phrase is defined in subsection 204.9(1) of the Act).
- d) **Contribution Age Limit.** A Contribution may be made in respect of a Beneficiary only if the Beneficiary is less than 31 years of age at the time of the Contribution.
- e) **Transfers from Other RESPs.** The Promoter or its agent in its sole discretion reserves the right to accept or decline transfers. Amounts or investments may be transferred from a Former Plan into this Plan (if they are permitted investments under section 8) in accordance with

subsections 146.1(6.1) and 204.9(5) of the Act, as long as no Accumulated Income Payments were made from the Former Plan before the transfer and the transfer is otherwise allowed by the Applicable Legislation. To the extent that the transferred amount was paid into the Former Plan by a subscriber in respect of a Beneficiary under the Former Plan, it will be deemed to be a Contribution made in respect of each Beneficiary of the Plan, and at the same time and in the same amount as it was paid into the Former Plan, unless a Beneficiary of this Plan was also a beneficiary of the Former Plan immediately before the transfer or a Beneficiary of this Plan is a sibling of a beneficiary of the Former Plan. After that transfer of assets from a Former Plan to the Plan, for all purposes of the Trust Agreement, the Plan will be deemed to be entered into on the earlier of the day on which the Plan was entered into and the day on which the Former Plan was entered into.

8. **Investments.**

- a) All investment management authority is solely Your responsibility. This means any statutory rules regarding authorized trustee investments or trustee's duty with regard to investment where the trustee is charged with managing the investments, do not apply to this trust. We will hold, invest and sell the Plan Assets according to Your instructions. We may require any instructions to be in writing.
- b) Notwithstanding anything in the Trust Agreement, We may decline to accept any particular Contribution or transfer or to make or continue to hold any particular investment, in Our sole discretion or for any reason, including any asset if it does not comply with Our administrative requirements or policies in place from time to time. We may also need You to provide special supporting documentation as a condition to Our making certain investments for the Plan.
- c) Any cash balance, including Contributions received by Us and not immediately invested by You, will be held as a deposit with the Trustee under the Trust and Loan Companies Act (Canada), payable on demand. The Trustee may pay interest on the deposit at a rate and to be credited at a time as it in its sole discretion determines.
- d) It will be Your responsibility to determine whether any transfer, contribution or investment is or remains a "qualified investment" and is not a "prohibited investment" for RESPs pursuant to the Tax Laws. The Promoter shall exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified investment. The Plan will bear any taxes, penalties and/or related interest imposed under the Tax Laws. If the Plan Assets are insufficient to pay any taxes, penalties or related interest incurred, or if taxes, penalties or related interest are imposed after the Plan has ceased to exist, You must pay or reimburse Us directly for any such taxes, penalties or related interest other than for charges, taxes or penalties imposed on the Trustee

and/or Promoter under the Act. It is also solely Your responsibility for any taxes, interest and/or penalties imposed on You under the Tax Laws for acquiring or holding either non-qualified investments or prohibited investments. Should an investment no longer be a qualified investment for an RESP under the Act, We may, in Our sole discretion, withdraw that investment from the Plan and deliver it to You in kind, or sell it and retain the proceeds in the Plan. We shall determine the fair market value of the investment for tax reporting purposes in such manner as We determine in Our sole discretion.

- e) We will not be responsible for any loss or tax resulting from the sale or other disposition or any valuation of any investment forming part of the Plan Assets, for any purposes of the Plan.
9. **Your Account and Statements.** We will maintain an account in Your name showing all Contributions, transfers, investments, withdrawals and payments. We will provide You account statements as required under securities regulations. We will prepare returns and file reports as may be required from time to time by the Tax Laws and Applicable Legislation.
10. **Management and Ownership.** We may hold any investment in Our own name, in the name of Our nominee or agent, in bearer form or in another name or form, or with any custodian, clearing corporation or depository, as We may determine. We may generally exercise the power of an owner with respect to the Plan Assets, including the right to vote or give proxies to vote, however, We may decline to act or as a condition to acting may require You to sign documents related to subscriptions, voting, proxies or other corporate actions, as We in Our sole discretion determine and We will have no liability for acting or declining to act. We may sell assets to pay any assessments, taxes or charges in connection with Your or the Plan's liability. In exercising Our rights and carrying out Our responsibilities, We may employ agents and advisors, including legal counsel, and may act or not act on the advice or information of any agent or advisor.
11. **Educational Assistance Payments.** Educational Assistance Payments will be composed of Government Assistance and earnings on Plan Assets and will be otherwise payable in accordance with Applicable Legislation. Upon direction from the Subscriber, in written form or other manner as authorized by the Promoter, the Promoter agrees to pay or cause to be paid Educational Assistance Payments to or for a Beneficiary. An Educational Assistance Payment can be made to or for a Beneficiary only where:
- a) one of the following applies:
- i. the Beneficiary is at the time of the payment enrolled as a student in a Qualifying Educational Program at a Post-secondary Educational Institution; or
- ii. the Beneficiary is at the time of the payment at least 16 years of age and is enrolled as a student in a Specified Educational Program at a Post-secondary Educational Institution; or

- iii. the Beneficiary has, within six months prior to the time of payment, ceased to be enrolled as a student in a Qualifying Educational Program or a Specified Educational Program, as the case may be; and
- b) either:
- i. the Beneficiary satisfies the condition set out in subparagraph 11a)i) and:
- A. has satisfied that condition throughout at least 13 consecutive weeks in the 12-month period preceding the time of the payment; or
- B. the total of the Educational Assistance Payment and all other prior Educational Assistance Payments made under an RESP of the Promoter to or for the Beneficiary in the 12-month period that ends at the time of the payment does not exceed the maximum amount permitted under the Act, as amended from time to time, or any greater amount that the Minister designated for the purpose of the Canada Education Savings Act has approved in writing with respect to the Beneficiary; or
- ii. the Beneficiary satisfies the condition set out in subparagraph 11a)ii) and the total of all the Educational Assistance Payments and all other prior Educational Assistance Payments made under an RESP of the Promoter to or for the Beneficiary in the 13-week period that ends at the time of the payment does not exceed the maximum amount permitted under the Act, as amended from time to time, or any greater amount as the Minister designated for the purpose of the Canada Education Savings Act has approved in writing with respect to the Beneficiary.
12. **Payment of Government Assistance.** For a Beneficiary who is 16 or 17 years of age in a given year to be eligible to receive Canada Education Savings Grant or applicable Provincial Program Assistance, at least one of the following conditions must be met:
- a) Contributions totaling at least \$2,000 must have been made to, and not withdrawn from, RESPs for the benefit of the Beneficiary before the calendar year in which the Beneficiary reaches age 16; or
- b) At least \$100 must have been contributed to, and not withdrawn from, RESPs for the Beneficiary in any four calendar years prior to the year in which the Beneficiary reaches 16 years of age.
- Where applicable, certain residency requirements must be met by the Beneficiary for payment of Provincial Program Assistance to or for the Beneficiary.
13. **Accumulated Income Payments.** Upon direction from the Subscriber, in written form or other manner as authorized by the Promoter, the Promoter agrees to pay or cause to be paid an Accumulated Income Payment to the Subscriber only if:
- a) the payment is made to, or on behalf of, a Subscriber who is resident in Canada when the payment is made;
- b) the payment is not made jointly to, or on behalf of, more than one Subscriber. Where section 17 applies and an Accumulated Income Payment is to be made

to the Estate Representative of a deceased Subscriber, if there are multiple Estate Representatives, unless all Estate Representatives agree and otherwise instruct the Promoter in writing to whom an Accumulated Income Payment is to be made, and payment under that instruction would be in accordance with Applicable Legislation, the Accumulated Income Payment will be made in the name of the estate of the deceased Subscriber; and

- c) any of:
  - i. at the time of the payment, it is after the ninth (9th) year that follows the year in which the Plan was entered into and each individual (other than a deceased individual) who is or was a Beneficiary has attained 21 years of age before the payment is made and is not eligible under the Plan to receive an Educational Assistance Payment;
  - ii. the payment is made in the 35th year following the year in which the Plan was entered into; or
  - iii. each individual who was a Beneficiary is deceased when the payment is made.

The requirements in paragraph 13c)i) are deemed to be met in respect of a Beneficiary if that Beneficiary suffers from a severe and prolonged mental impairment and the Promoter has received written authorization from the Minister of National Revenue to waive the conditions set out in clause 146.1(2)(d.1)(iii)(A) of the Act. On the request of a Subscriber, the Promoter will make a written application to the Minister of National Revenue to request the Minister's authorization in this regard.

#### 14. Payments Out of the Plan; Refunds of Contributions.

- a) Payments Out. Before making a payment, the Promoter may determine whether any conditions precedent as required under the Trust Agreement and/or the Applicable Legislation are satisfied; its determination will be final and binding on the Subscriber, the Beneficiary and all other persons who may be eligible to receive money from the Plan. The Promoter may establish a limit on the number of payments allowed from the Plan each year. If allowed under the Applicable Legislation, the Promoter will make any of these payments out of the Plan's net earnings, Government Assistance and/or the Contributions (for payments to another RESP under subparagraph (iii) below only), when the Subscriber asks the Promoter to do so in the form and manner provided by the Promoter and the Subscriber provides any documentation required by the Applicable Legislation or as required by the Trustee in its discretion:
  - i. Educational Assistance Payments under section 11;
  - ii. payments to, or to a trust in favour of, a Designated Educational Institution;
  - iii. payments to a trust that irrevocably holds property pursuant to another RESP; or
  - iv. Accumulated Income Payments under section 13.
- b) Taxes. Tax information return slips will be issued and taxes will be withheld from any payment out of this Plan, as required by the Applicable Legislation.

- c) Refunds of Contributions. At any time, the Subscriber may ask for a Refund of Contributions to be paid to the Subscriber. The Promoter will pay the Refund of Contributions as directed as long as the Refund of Contributions:
  - i. is requested on the form provided by the Promoter and all requested information is provided by the Subscriber;
  - ii. complies with the terms of the Plan, including the Applicable Legislation; and
  - iii. does not exceed the lesser of total Contributions (less any previous refunds) and the value of the Plan Assets at the time of the Refund of Contributions (less any repayment of Government Assistance, as required by the Applicable Legislation).
- d) Government Assistance. If required by the Applicable Legislation, Government Assistance will be refunded from the Plan Assets to the appropriate government authority.

15. **Payments, Transfers and Asset Liquidation Generally.** The following applies to any withdrawals, transfers or any other payments required under the Trust Agreement including fees and expenses under section 21, all referred to in this section as "Payment" or "Payments", and any other time assets are liquidated:

- a) It is solely Your responsibility to ensure that there is sufficient cash in the Plan to make Payments. We are not required to make any Payment in kind;
- b) In order to make any Payment, to the extent We deem appropriate, We may, without notice to You, sell all or convert part of any of the Plan Assets at the price or prices as We, in Our sole discretion, may determine, and We will deduct any applicable fees and expenses. We will have no liability to You in respect of any sold or converted Plan Assets or for any losses that may result from those sales or conversions;
- c) We will withhold and remit any income taxes as required;
- d) A Payment or asset liquidation will only take effect in accordance with the Tax Laws and any other applicable law. No withdrawal or transfer will be made until all liabilities (including for all fees, charges and taxes) have been paid or provided for;
- e) Where a transaction is carried out or an entitlement on Plan Assets (such as dividends) is received in a foreign currency, it will be converted to Canadian currency. Any exchange required between Canadian and foreign currency will be carried out by CIBC or a member or associate of the CIBC Group (any of which is referred to in this paragraph as "CIBC"). In performing any actual currency conversion in or for the Plan, CIBC will act as principal in buying and selling currency from and to You and CIBC will earn spread-based revenue determined by the difference between the rates at which CIBC buys and sells the currency, the rates determined by CIBC in its sole discretion at the time of the buy and sell without having to obtain rates that limit the spread-based revenue. The spread-based revenue will be in

addition to any commission, fee or revenue otherwise payable by You to CIBC on the transaction giving rise to the conversion of currency or otherwise payable to the Trustee of the Plan. The spread-based revenue will be in addition to any commission, fee or revenue otherwise payable by You on the payment out or on the account or otherwise payable to the Trustee or Promoter;

- f) We will be discharged from all further duties and liabilities in respect of any Payment of Plan Assets;
- g) We are not required to make a Payment from the Plan at any time if We determine that We may suffer legal and/or reputational risk, or that We may be in violation of any law, rule, regulation, agreement or internal policy applicable to us. Without limiting the generality of the previous statement, this includes the Special Economic Measures Act (Canada), or any other regulatory sanctions.

#### 16. Plan Termination.

- a) You may terminate the Plan by giving Us written notice.
- b) We may terminate the Plan at any time without notice, including:
  - i. if Your account with the Promoter is terminated or closed as provided in any account agreement with the Promoter; or
  - ii. if the Plan contains a zero balance or a small amount and has remained at a zero balance or below that small amount level for a period of time, that small amount and period as determined by Us in Our sole discretion; or
  - iii. You have terminated the Plan or the Promoter has terminated Your account with the Promoter, but You have not directed a withdrawal or transfer of all of the Plan Proceeds.
- c) The Plan must be terminated on or before the Termination Date. If the Plan has not been terminated by no later than six months before the Ultimate Termination Date, the Promoter will advise the Subscriber that the Ultimate Termination Date is approaching. On the Termination Date, the Plan Assets must be used for one or more of the purposes set out in section 2. Unless the Promoter receives a proper payment or refund direction under section 14 at any time before the Termination Date that results in the termination of the Plan, on Termination Date, the Promoter will pay:
  - i. an Accumulated Income Payment to the Subscriber, if an Accumulated Income Payment is permitted by section 13 or the Act; or
  - ii. if an Accumulated Income Payment is not allowed by the Act to any Subscriber, an equivalent payment to the Designated Educational Institution.
- d) The Trustee or the Promoter will be entitled to sell Plan Assets to provide for any payment in connection with Plan termination and neither the Trustee or Promoter will be liable for any losses, expenses or taxes You or any other person incurs as a consequence arising from the sale. Subsequent to such sale and payment, any remaining Plan Assets will be distributed to the

Subscriber as a Refund of Contributions in cash or in kind as the Promoter or the Trustee will decide in its sole discretion.

- e) Any termination will not affect the liabilities or obligations under the Trust Agreement incurred prior to the termination and provisions regarding liability, limitation of liability and indemnity will survive termination of the Plan.

#### 17. Death of a Subscriber. This provision does not apply to a Public Primary Caregiver.

- a) Where there are Joint Subscribers with right of survivorship, on death of the first of Joint Subscribers, the deceased Subscriber's rights in the Plan pass by right of survivorship to the surviving Subscriber. After the death of any Joint Subscriber, on request of the Estate Representative of the deceased Joint Subscriber, We will provide the Estate Representative with any documents and other information about the Plan that the deceased Subscriber would have been entitled to while alive, for a Plan that is joint with right of survivorship, up to and including the date of death, for any other joint Plan, as long as the Estate Representative has rights to the Plan. This includes, among other things, Plan forms, correspondence, transactions, statements, vouchers and balances.
- b) On death of a sole Subscriber, death of a Joint Subscriber where there is no right of survivorship, or in the case of Joint Subscribers with right of survivorship, death of the last of Joint Subscribers:
  - i. the Promoter will deal with the deceased Subscriber's Estate Representative regarding the deceased Subscriber's interest in the Plan;
  - ii. No person may become successor Subscriber of the Plan until the Estate Representative so directs Us in writing as required by Us, and that person signs the documentation and takes the steps required by the Promoter to become successor Subscriber to the Plan;
  - iii. We are entitled to rely on the written direction of the Estate Representative as to who shall become successor Subscriber and are expressly absolved of any responsibility to see to the application of the Plan Assets, how the Plan may be operated by the successor Subscriber or with respect to any terms of Your estate or the Estate Representative's obligations to Your estate and no Beneficiary or person claiming through Your estate shall have any recourse against Us.

#### 18. Access to the Court. If there is a dispute or conflict about:

- a) not making any payment or transfer from the Plan as set out in subparagraph 15g);
- b) who is legally authorized to instruct on or entitled to the Plan and direct payments during Your life or on Your death; or
- c) in Our view, a failure of persons entitled on Your death to properly instruct Us regarding the Plan,

We are entitled to either apply to the courts for directions or pay the Plan Proceeds or portion of Plan Proceeds into

court and be discharged on that payment, and, in any such case, fully recover any legal costs We incur in this regard in accordance with section 21. This is in addition to any right at law of a trustee to pay trust assets into court. Neither the Promoter nor the Trustee will have any liability for any taxes or repayment of Government Assistance resulting from any payment into court.

19. **Delegation by Trustee.** You authorize Us to delegate to the Promoter and any others, the performance of administrative, custodial and any other duties relating to the Plan as We may determine appropriate from time to time.

You acknowledge that We may pay the Promoter all or any portion of Our fees and reimburse the Agent for its out-of-pocket expenses in performing its delegated duties. You also acknowledge that the Promoter will earn normal brokerage commissions on investment transactions processed by Us or the Promoter. You agree that the Promoter or its affiliates may act as principal or market maker on the other side of a transaction or as part of larger transactions for the Plan, including options, fixed income and currency conversion transactions, and You agree to pay the Promoter the applicable commissions on these transactions. You acknowledge and agree that all protections, limitations of liability and indemnifications given to Us under the Trust Agreement, are also given to and are for the benefit of the Promoter.

20. **Delegation by You.** You may, by way of a duly executed power of attorney, in a form acceptable to Us, appoint an agent to give investment instructions, or otherwise deal with the Plan as Your agent, however We reserve the right to require proof satisfactory to Us, including requiring court documentation to that effect of the agent's authority, including with respect to any specific transaction, and also to refuse to deal with Your agent. You release Us from any claim or liability when acting upon the instructions of Your agent. Unless Your power of attorney specifically states otherwise, Your agent appointed under the power of attorney may provide Us and the Agent with information necessary for the "Know Your Client" regime under securities regulation and We may rely on that information.

21. **Fees and Expenses.** We are entitled to receive and may charge against the Plan reasonable fees and other charges specifically referred to in the Trust Agreement and any other published fees and charges that We establish from time to time in conjunction with the Promoter. We will give You notice of a change in the amount of any published fees as required by securities regulation. We are also entitled to reimbursement for all taxes, penalties and interest, legal fees and for all other costs and out-of-pocket expenses incurred by Us in connection with the Plan other than for charges, taxes or penalties imposed on the Promoter and/or Trustee under the Tax Act. Without limiting the generality of the previous statement, We are specifically entitled to recover any legal fees and expenses incurred by Us in connection with any dispute, conflict or uncertainty arising:

a) as a result of not making any Payment from the Plan as set out in subparagraph 15g);

- b) during Your lifetime, regarding who is legally authorized to instruct on the Plan or direct payment of Plan Proceeds;
- c) from the disposition of the Plan or Plan Proceeds on Your death;
- d) out of a third-party demand made upon the Plan; or
- e) Your or any other person's interest or alleged interest in the Plan, including any issues involving marriage or common-law partnership breakdown.

22. **Our Liability.** We are entitled to act upon any instrument, certificate, notice or other writing believed by Us to be genuine and properly signed or presented. When the Plan is terminated and all of the Plan Proceeds are paid out, We will be released and discharged from any further responsibility or obligation in connection with the Plan. We will not be liable for or in respect of any tax, penalty, interest, loss or damages suffered or incurred by the Plan, You or any other person in connection with the Plan, as a result of:

- a) the acquisition, holding or transfer of any investment, or as a result of payments out of the Plan, made in accordance with instructions given to Us, or pursuant to any direction by You to terminate the Plan or as a required by Applicable Legislation;
- b) as a result of Us acting or declining to act in accordance with instructions given to Us; or
- c) otherwise in accordance with the terms of the Trust Agreement,

unless caused by Our gross negligence, bad faith or wilful misconduct, or in Quebec, unless caused by Our intentional or gross fault. Without limiting the generality of that statement, You will have no claim whatsoever against Us in relation to any losses, diminution, damages, charges, costs, taxes, assessments, levies, interest, demands, fines, claims, penalties, fees or expenses incurred directly or indirectly with respect to the administration or trusteeship of the Plan or the Plan Assets ("Liabilities"), except Liabilities directly caused by Our gross negligence, bad faith or wilful misconduct, or in Quebec, unless caused by Our intentional or gross fault. You specifically acknowledge that We will not be responsible for Liabilities caused by any action or inaction of the Trustee or the Promoter in each one's personal capacity.

The Trustee shall have only the obligations and liabilities provided in the Trust Agreement and for greater certainty, shall not have any of the duties, obligations, or liabilities of an administrator of the property of others within the meaning of the Civil Code of Quebec.

You, Your heirs and Estate Representative and each beneficiary under the Plan agree to and by this Trust Agreement do indemnify and save harmless Us, Our associates and affiliates and each of Our and their respective directors, officers, custodians, agents (including the Promoter) and employees from and against all Liabilities of any nature whatsoever (including all expenses reasonably incurred in Our or their defence) which may at any time be incurred by any of Us or them, or be brought against any of Us or them by any person, regulatory authority or government authority, and which may in any way

whatsoever arise out of or be connected in any way with the Plan. (This indemnity does not apply with respect to charges, taxes or penalties imposed solely on the Promoter and/or Trustee under the Act.) If We or any of them are entitled to and make any claim under this indemnity, We may pay the claim from the Plan Assets other than Government Assistance as provided in Applicable Legislation. If the Plan Assets other than Government Assistance as provided in Applicable Legislation are insufficient to cover the claim, or if the claim is made after the Plan has ceased to exist, You agree to personally pay the amount of the claim and We may apply monies held for You in any other account with any member of the CIBC Group, including the Promoter, other than a registered retirement savings plan or registered retirement income fund, to eliminate or reduce the claim.

The provisions of this section 22 shall survive the termination of the Plan.

**23. Replacement of Trustee.** We may retire as trustee of the Plan upon sending You sixty (60) days prior notice, provided that a successor trustee has been appointed in writing by the Promoter and the successor trustee has accepted the appointment. We will transfer all records and investments of the Plan to the successor trustee immediately upon retirement. Any trust company resulting from a merger, amalgamation or continuation to which We are party, or succeeding to substantially all of RESP trusteeship business (whether by sale of the business or otherwise), will, if authorized, become the successor trustee of the Plan without further act or formality.

**24. Change of Promoter.** The Promoter may assign its rights and obligations under the Trust Agreement to any corporation resident in Canada, provided that the assignee corporation executes any agreement which is necessary or advisable for the purposes of assuming the rights and obligations under this Trust Agreement and further provided that an assignment of this Trust Agreement may not be made without prior written consent of the Trustee, which consent may not be unreasonably withheld.

**25. Amendments.** We may propose to change, either permanently or temporarily, any term of the Trust Agreement (including fees, charges or other amounts required to be paid by You under the Trust Agreement) or replace the Trust Agreement with another trust agreement, at any time. We will give You written notice of a proposed change and any other information required by law, at least thirty (30) days before the change is stated to come into effect in the notice in accordance with subsection 26b), the "Notice to You" provision. You may refuse the change by terminating the Plan without cost, penalty or cancellation indemnity (other than taxes or penalties imposed under the Tax Laws or any third party as a result of Your termination of the Plan, which will remain Your responsibility, and subject to Applicable Legislation with respect to Government Assistance) by notifying Us within thirty (30) days of the effective date of the change. You can obtain a copy of the current CIBC Wood Gundy Family Self-Directed Education Savings Trust Agreement at any CIBC Wood Gundy branch or through Our website [woodgundy.cibc.com](http://woodgundy.cibc.com).

## 26. Notice.

- a) Notice By You: Any notice or instructions given by You to Us shall be given by personal delivery or by mail (postage prepaid) to the Trustee, care of, CIBC Wood Gundy, BCE Place, P.O. Box 500, Toronto, Ontario M5J 2S8 or at another address that We may from time to time specify in writing. The notice or instruction shall be deemed to have been given on the day that it is actually delivered to or received by Us.
- b) Notice to You: We can communicate with You about the Plan in any manner permitted by law, including (as applicable), by mail, telephone, fax, email or other electronic means at any address or number You provide or any other relevant channels (including branch, website or mobile app notices), and You agree that We may send You confidential information by these means. We will consider that You have received written communications as follows (whether You actually receive them or not):
  - i. if We send the communication by prepaid mail, on the third business day after the date on the postmark; or
  - ii. in any other case, on the day the communication or notice is displayed or provided to You.

We may contact You outside of business hours for time-sensitive matters. You are responsible for making sure We have Your current address. If something We send You cannot be delivered and is returned to Us, We will not send anything else until You give Us a current address.

- c) Notice to Us by Third Party: While any legal notice or document issued by a third party in respect of the Plan will be effectively served if served on Us at the address in subsection 26a) service may be accepted, at Our discretion, at any location of the Trustee, Promoter, or any member of the CIBC Group. If We or any member of the CIBC Group incurs any expenses in responding to any third-party legal notice or document, We may charge those expenses to the Plan as out-of-pocket expenses under section 21. We may, but are not required to, notify You of the receipt of any legal notice or document before We comply with it. We may serve You with any legal notice or document by mailing it to You by ordinary mail in accordance with subsection 26b). Any payment made by Us to a third-party claimant under any legal process, if the payment is made in good faith, is a discharge of the Trustee's trust obligations with respect to the Plan Assets and the Plan, to the extent of the amount paid.

**27. Assignment by Subscriber.** A Subscriber cannot during the Subscriber's lifetime assign the Subscriber's rights as a Subscriber in respect of the Plan, unless the Promoter has consented to the assignment in writing and the assignee qualifies as a Subscriber under the definition of "Subscriber" in the Trust Agreement. Any assignment on death is governed by Section 17.

**28. Collection, Use and Disclosure of Information.** We may collect information during the course of Your relationship with Us from credit bureaus, other financial institutions,



mutual fund companies, and references You provide to Us. We may disclose information to credit bureaus, other financial institutions, mutual fund companies and other issuers, law enforcement agencies, regulators and self-regulatory organizations. (The word “Information” means financial and financially related information about You, including information to identify You or qualify You for products and services, or information that We need for regulatory requirements.) We may use Information to identify You, protect You, and Us from fraud and error, understand Your needs and eligibility for services, recommend particular products and services to meet Your needs, provide ongoing service, administer referral arrangements that You have agreed to, facilitate tax and other reporting by mutual fund companies and other issuers, and to comply with legal, regulatory and self-regulatory requirements. We may also collect, use and disclose Information for any purpose required or permitted by law, a regulator or a self-regulatory organization. We may share information within the CIBC Group for legal and regulatory purposes, to manage risk and to update Your information as described in the CIBC privacy brochure, “Your Privacy Is Protected”. This policy brochure describes how the CIBC Group collects, uses, discloses, and retains information about You and the products and services You use and is available at any CIBC branch or [cibc.com](http://cibc.com). In addition upon Your death, for the purposes of administration of the Plan or where the information is reasonably necessary for the administration of Your estate, We may share information about the Plan, including information contained in the Application, with Your Estate Representative. In addition to any other consent You may have given with respect to the collection and use of personal information, You hereby consent and agree to allow the Promoter, the Trustee, and their agents (the “Parties”) to collect personal information about a Beneficiary (including personal information provided in any forms required for the purposes of the Plan and/or Government Assistance) (“Information”) and to use that Information to administer the Plan, or as required by law or regulatory policy, and as otherwise required under the Applicable Legislation or other law including information contained in the Application and any supplementary documents, as well as the amount of any Contribution and the amount of the Plan, with the Beneficiary, with the parent/legal guardian/Public Primary Caregiver of the Beneficiary and ESDC in connection with the administration of the Plan. If You provide personal information about a third party (such as Your spouse or common-law partner or a Beneficiary), You shall have first obtained appropriate consent from such third party to the collection, use, and disclosure of his or her personal information by the Parties in the course of the administration of the Plan and for the purpose for which it was provided by any of the Parties. The Parties may keep Information in their records for as long as needed for the purposes described above and as required by law.

29. **Electronic Writing and Signature.** Where writing or signature are required, in Our sole discretion and subject to applicable law, these may be in electronic form.
30. **Reference to Statutes.** All references in the Trust Agreement to any statute, regulation or any provision of them will mean the statute, regulation or provision as it may be re-enacted or replaced from time to time. If any provision of the Act which is referred to in the Trust Agreement is renumbered because of an amendment to the Act, then the reference in the Trust Agreement is considered to be a reference to the renumbered provision.
31. **Binding.** The terms and conditions of the Application and the Trust Agreement will be binding upon Your heirs and Estate Representative and upon Our successors and assigns. However, if the Plan or the Plan Assets are transferred to a successor trustee, then the terms of such successor trustee’s trust agreement will govern from then on.
32. **Governing Law.** This Trust Agreement will be construed, administered and enforced in accordance with the laws of the Canadian province or territory in which You live or if You do not live in Canada, with the laws of Ontario. If there is more than one Subscriber, the applicable province or territory will be that of the Subscriber whose name appears first on the Application as amended on proper notice to the Promoter from time to time. If any Subscriber is not a resident of Canada, the applicable province or territory will be that of the majority of Subscribers who are resident in Canada. If no Subscriber is resident in Canada, the applicable province will be Ontario.
33. **Québec Only.** For a Plan opened before June 1, 2023, You confirm that it is Your express wish that the Trust Agreement and the documents related to it be drawn up in English. For a Plan opened on or after June 1, 2023, You acknowledge that the French version of the Trust Agreement has been remitted to You and confirm that it is Your express wish to be bound by the English version of the Trust Agreement and related documents. *Pour un Régime conclu avant le 1er juin 2023, Vous confirmez votre volonté expresse que la Convention de fiducie et les documents s’y rattachant soient rédigés en anglais. Pour un Régime conclu à compter du 1er juin 2023, Vous reconnaissez que la version française de la Convention de fiducie vous a été remise, et confirmez votre volonté expresse d’être lié par la version anglaise de la Convention de fiducie et les documents s’y rattachant.*

## 3.0 CIBC Wood Gundy's role and responsibilities

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### 3.1 Good faith

We'll act in good faith regarding your account. All information and recommendations we give you related to securities are based on sources we believe to be reliable but are statements of opinion only. We do not guarantee the performance of your account or that your investment objectives can be achieved. Past performance does not necessarily predict future performance.

### 3.2 Conflicts of interest

A conflict of interest can occur where CIBC Wood Gundy's interests or the interests of the person managing your account (including your Portfolio Manager and your Investment Advisor) and your interests are inconsistent. Your Investment Advisor or Portfolio Manager will take reasonable steps to identify existing material conflicts of interest and those that may reasonably be expected to arise between you and CIBC Wood Gundy or your Investment Advisor or Portfolio Manager, and will follow CIBC Wood Gundy's internal processes to report conflicts where required. We will address material conflicts in one or more of the following ways:

- **Avoid:** We avoid any conflicts which are prohibited by law or which cannot effectively be managed in your best interest.
- **Disclose:** Material conflicts will be disclosed to you, allowing you to consider and determine their significance in connection with your relationship with us or any particular transaction or recommendation.
- **Control:** Certain conflicts can be effectively managed in your best interests by implementing physical or procedural control measures. Examples include physical separation of different persons or business functions, or restricting the internal exchange of certain information.

Below is a list of potential material conflicts, and the primary methods we use to manage them. Please reach out to your Investment Advisor or Portfolio Manager with any questions or if you would like additional information.

#### 3.2.1 Proprietary products

CIBC Wood Gundy offers securities and products issued or offered by our parent company CIBC or its affiliates ("proprietary products") as well as those issued or offered by third parties. We manage this inherent material conflict of interest by:

- providing equal access to approved non-proprietary products for our clients,

- regularly comparing our proprietary products to alternatives available in the market,
- making a full suite of investment options available, with competitive rates and investment performance,
- leveraging affiliates' advice and services to reduce client costs, and
- having a straightforward selection of available products for your Investment Advisor or Portfolio Manager to assess, understand and monitor.

#### 3.2.2 Compensation

For advisory accounts, CIBC Wood Gundy earns compensation by selling products and services to you that you pay us for. For fee-based accounts, CIBC Wood Gundy earns compensation by receiving an annual fee based on the assets in your account, instead of commissions on certain transactions. In both cases, your Investment Advisor or Portfolio Manager's compensation is calculated as a percentage of what you pay CIBC Wood Gundy. This can be considered a conflict of interest that is inherent in your relationship with us. In managing this conflict, we provide you with transparent disclosure on fees and commissions in advance so that you know what you will be paying. We also offer a variety of account and transaction pricing options for you to choose from.

There are supervisory and oversight controls in place to identify a breach of our internal policies and procedures. We reserve the right to withhold or reverse compensation where an Investment Advisor or Portfolio Manager is found to have breached our policies or procedures.

There are additional features of how CIBC Wood Gundy and your Investment Advisor or Portfolio Manager are compensated that give rise to additional conflicts beyond the inherent conflict that we get paid to provide you with account services. These are described in more detail below and we manage them through policies, procedures and other control measures we have put in place to ensure that your Investment Advisor and Portfolio Manager continue to act in your best interest. These measures include supervision by departments that do not report directly to any business area, in order to be impartial and avoid compensation conflicts. We also disclose at the time of purchase or sale, and on an annual basis, the fees you pay to us, as well as fees paid to us by others in connection with your account.

CIBC Wood Gundy may be compensated for the services it provides you through transaction commissions and other fees and charges. In addition to the fees and commissions that you pay CIBC Wood Gundy (as described in *1.7 Commissions, fees and other charges*), CIBC Wood Gundy or its affiliates may earn compensation in other, more indirect ways, which may give rise to a perceived or actual conflict of interest.

For example, CIBC Wood Gundy or its affiliates will earn compensation in connection with the provision of investment or other services to certain issuers whose shares can be purchased by you or by your Portfolio Manager on your behalf.

CIBC Wood Gundy will also receive compensation directly from certain issuers based on the amount of your investment in their products.

CIBC Wood Gundy and your Investment Advisor or Portfolio Manager will receive ongoing compensation on some investment products for as long as you continue to hold the products in your account. Portfolio Managers may also receive fees, such as trailing commissions, in certain circumstances, but in these situations we adjust the fee you pay for your managed account.

If you purchase an investment (or your Portfolio Manager purchases one on your behalf) that CIBC Wood Gundy or its affiliates have structured, or that one of its affiliates manages, there may be fees embedded in that product which will be paid to CIBC Wood Gundy or its affiliate.

It's important to note that if you have a managed account, your Investment Manager or Portfolio Manager (the designated person responsible for managing your account) will not receive any transaction-based fees or commissions.

Your Investment Advisor's compensation may be affected by the types of products you purchase or transfer into your account. As different products have different compensation structures, your Investment Advisor may be paid more or less depending on the product or service you choose, or the sales option you select. For example, different classes of mutual funds could lead to different levels of compensation being paid to your Investment Advisor.

Your Investment Advisor or Portfolio Manager may also receive a fee for referring you to another company for other products or services. Referral fees are only paid or received in compliance with securities regulations and in any event will always be disclosed to you and you will not be referred without your consent.

### 3.2.3 Other activities

We carry out, among other activities, research, investment banking, brokerage, investment management and investment advisory services for other clients. At times, we and our affiliates may be privy to certain confidential or material non-public information that we may be prevented from using for your benefit. In carrying out activities other than investment management or investment advisory services, we may acquire material information in respect of a security that is not available in the Investment Advisor's or Portfolio Manager's ordinary course of business.

In addition to the investments held in your account, CIBC Wood Gundy or its affiliates also hold and may manage the assets of other clients. CIBC Wood Gundy may give advice and take action in the performance of our duties for other clients that may differ from advice given, or in the timing and nature of action taken, with respect to you or your account. You agree that we will not be liable to you as a result of recommendations or decisions for your account that are made without taking into consideration information we receive through our or our affiliates' investment management, investment advisory or other services, including any material non-public information.

In the above cases, CIBC operates its different businesses separately so that information is limited to the specific business involved. We also implement internal information barriers that are designed to ensure that confidential or undisclosed material information is not shared outside certain areas.

### 3.2.4 Managed accounts

Similar conflicts of interest as may exist between you and your Investment Advisor or Portfolio Manager may also exist between you and your Investment Manager and the Program Manager for your Investment Consulting Service (ICS) Account. Primarily, your Investment Manager's compensation may be higher or lower depending on the type of investment chosen for you. Your Investment Manager has the discretion to exercise rights associated with securities in your account and may receive fees for exercising these rights. As with CIBC Wood Gundy, your Investment Manager, the Program Manager and their affiliates carry out, among other activities, research, investment banking, brokerage, investment management and investment advisory services for other clients. At times, they may be privy to certain confidential or material non-public information which they may be prevented from using for your benefit. Finally, your Investment Manager and the Program Manager may give advice and take action in the performance of their duties for other clients that may differ from advice given to you, or in the timing and nature of action taken with respect to you or your account. You agree that they will not be liable to you as a result of recommendations or decisions for your account that are made without taking into consideration information they receive through services they provide other clients, including any material non-public information.

We, our officers, directors, employees or their family members, your Investment Manager and the Program Manager and their affiliates, may have an interest in securities held in your account.

CIBC Wood Gundy has controls in place to manage these types of conflicts and you should ask your Investment Advisor or Portfolio Manager if you have any questions.

### 3.2.5 Outside activities and other personal conflicts

The CIBC Code of Conduct applies to all employees, contingent workers and directors of Canadian Imperial Bank of Commerce and its wholly-owned subsidiaries, and it sets out how we identify and avoid certain conflicts of interest, including outside activities that may interfere with, or be perceived to interfere with our work at CIBC and our judgment about doing the right thing for our clients. CIBC has controls in place to identify and avoid situations in which our personal interest may conflict with, or be perceived to conflict with, the interests of CIBC, our employees, our clients, or suppliers.

This includes restrictions on giving or accepting gifts, entertainment or other advantages or benefits; borrowing, lending or pooling personal funds; being designated as a beneficiary, executor, power of attorney or other personal representative for the client; and requiring pre-approval before engaging in outside activities and certain investments.

### 3.2.6 Trading activity

We trade for our own account and this may include block positions and arbitrage strategies. We may have a long or short position in the same security being traded in your account.

We'll act as your agent for buying, selling and generally dealing in securities for you. At times, we may also act as principal, which means we may buy securities from you, or sell them to you, from our own account.

We or our affiliates may also act as principal or market maker on the other side of a transaction, or in larger transactions for your account, including options trades or fixed income trades.

We or our affiliates may also earn revenue based on the difference between the bid and ask prices for the particular security. The revenue earned from this difference is called a spread. The spread will be affected by the nature and liquidity of the security sold and other factors.

We have written policies and procedures that are designed to achieve an aggregate price that is fair and reasonable, taking into consideration factors including the fair market value of the securities at the time of the transaction, the expense involved in effecting the transaction, and the total dollar amount of the transaction.

### 3.2.7 Foreign currency transactions

We make arrangements with CIBC and its affiliates when you complete a foreign currency transaction, such as a spot transaction or forward contract, or trade a security denominated in a foreign currency. CIBC and its related parties use their discretion in setting foreign exchange rates and may earn money on the difference between the bid and ask prices of the cost of the currency. Market fluctuations and the amount, date and type of foreign currency transaction affect the conversion rate and the spread.

We have written policies and procedures that are designed to achieve an aggregate foreign exchange rate that is fair and reasonable, taking into consideration factors including the currency exchange rates available at the time of the transaction, the expense involved in effecting the transaction, and the total dollar amount of the transaction.

You'll find more information about foreign currency transactions in *1.3.5.3 Foreign currency transactions*.

## 3.3 Related and connected issuers

Securities laws in Canada require registered firms to provide certain disclosures to their clients when they trade in or advise with respect to their own securities or securities of certain other issuers to which they, or certain other parties related to them, are "related" or "connected".

If you have an advisory account, your Investment Advisor will tell you that he or she is recommending securities of a related or connected issuer at the time advice is given.

If you have an AMA account, your Portfolio Manager will have sought your consent to purchase securities of a related or connected issuer at the time your Investment Policy Statement was discussed. If you have an ICS account, you have authorized your Investment Manager to invest in issuers related or connected to CIBC Wood Gundy.

You can find a list of our related and connected issuer relationships on our website at [https://www.cibc.com/content/dam/legal/landing\\_page/pdfs/relationships-with-related-and-connected-issues-disclosure-en.pdf](https://www.cibc.com/content/dam/legal/landing_page/pdfs/relationships-with-related-and-connected-issues-disclosure-en.pdf). You can also contact your Investment Advisor to request a copy free of charge at any time.

## 4.0 Other information and disclosure

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### 4.1 Protecting your privacy

Doing business with a financial institution involves providing information about yourself. How we collect, use and share your personal information is explained in our privacy policy, Your Privacy is Protected. By providing us with your personal information, you are consenting to this privacy policy, which is available at CIBC bank branches or on our website ([woodgundy.cibc.com](http://woodgundy.cibc.com)).

Our privacy policy is consistent with the CIBC Privacy Principles (see below) and is in addition to our Online Privacy Statement (<https://www.cibc.com/ca/legal/cibc-online-privacy-statement.html>) and the terms of your agreements with us.

#### Highlights of our privacy policy

##### What is personal information?

- Personal information means any information about an identifiable individual.
- It can be in any form, including paper, electronic, video or voice recording.

##### What personal information do we collect?

- We usually collect the following types of information: contact, identity, financial, transactional, and other information that helps us to understand more about you.
- Much of the information comes from you, but we may also collect information from third parties such as credit bureaus, public records, or government agencies and registries.

- We may monitor or record our conversations with you (on telephone calls, for example) and use surveillance, including videotaping, around our branches and ABMs.

##### How do we use and share personal information?

- We use and share your personal information to provide you with our products or services, to communicate with you, to offer you additional products or services including targeted promotions, and to manage our business.
- Specifically, we may also use and share information within the CIBC Group and with other parties in order to protect you and us from error, to prevent and detect criminal activity, and to meet our legal and regulatory obligations.
- Depending on your products or services with us, we may share information with our program partners or with your joint account holders.

##### How do we protect personal information?

- We take appropriate steps to protect your personal information from unauthorized use, loss, or theft and we audit our security procedures and assess that they remain effective and appropriate.
- Employees who have access to your information are made aware of the importance of keeping it confidential.
- Your information may be securely used, stored or accessed in countries outside of Canada.

##### What are my privacy choices?

- You may request that we do not use your social insurance number for credit bureau matching purposes.
- You may withdraw your consent to receive marketing offers for products and services by calling [1 800 563-3193](tel:18005633193).
- Upon request and subject to certain exceptions, we will provide you with access to your personal information so you can ensure it is accurate and complete.

##### Questions?

- First - call [1 800 465-CIBC](tel:1800465CIBC) (2422).
- Problem not resolved? Call the CIBC Client Care Centre toll-free at [1 800 465-CALL](tel:1800465CALL) (2255).
- Fax: [1 877 861-7801](tel:18778617801), Toronto area: [416 784-7076](tel:4167847076).
- If further discussion is required, call the Client Complaint Appeals Office at [1 888 947-5207](tel:18889475207).
- Should you not be able to accept the conclusion of the Client Complaint Appeals Office, you can ask how your complaint can be further escalated.

The above highlights are for informational purposes only. For full details about how the CIBC Group collects, uses or shares personal information, see our privacy policy. The CIBC Group includes CIBC and its Canadian affiliates that offer deposits, loans, mutual funds, securities trading, portfolio management, investment counseling, mortgages, credit cards, trust services, insurance and other products and services.

## CIBC'S Privacy Principles

CIBC respects the following principles when collecting, using or sharing your personal information:

- 1. Accountability**
  - CIBC is responsible for personal information under its control.
  - There are designated individuals within CIBC who are accountable for compliance with these privacy principles.
- 2. Identifying purposes and obtaining consent**
  - CIBC informs individuals, at or before the time it is collected, the purposes for the collection, use and sharing of personal information.
  - CIBC obtains your consent before collecting, using or sharing personal information, except where otherwise permitted or required by law.
- 3. Limiting the collection, use or sharing of your personal information**
  - CIBC limits the personal information it collects to what is necessary for the purposes it has identified. CIBC collects personal information only by fair and lawful means.
  - CIBC does not use or share personal information for purposes other than those for which it was collected except with your consent or where permitted or required by law. CIBC retains personal information only as long as necessary for the identified purposes.
- 4. Keeping your personal information accurate and providing access to your information**
  - CIBC takes care to keep personal information as accurate, complete and up-to-date as is necessary for the purposes for which it is to be used.
  - Upon request, and subject to certain exceptions, CIBC will provide you with access to your personal information. You can ask how your personal information is to be used or shared so you can ensure your personal information is accurate and complete and can be updated if appropriate.
- 5. Protecting your personal information**
  - CIBC protects the privacy of personal information through security measures appropriate to the sensitivity of the information.
- 6. Openness and addressing your concerns**
  - CIBC makes available information about its policies and practices related to managing your personal information.
  - CIBC has steps you can follow if you have questions or concerns about your privacy.

## 4.2 Shared premises

If your account is opened or maintained at a CIBC Wood Gundy branch that shares premises with a CIBC bank branch or other related financial institution branch, Canadian securities regulators require us to tell you certain important facts before you trade in the account.

1. CIBC and CIBC World Markets Inc. are separate legal entities; CIBC World Markets Inc. is a subsidiary of CIBC.
2. CIBC Wood Gundy is a division of CIBC World Markets Inc.
3. Unless we advise otherwise, securities you buy from or through us, or that we sell to you:
  - are *not* insured by a government deposit insurer (like the Canadian Deposit Insurance Corporation (CDIC) or the Quebec Deposit Insurance Board)
  - are *not* guaranteed by CIBC or any other Canadian financial institution, *and*
  - may fluctuate in value.
4. In a non-registered CIBC Wood Gundy account, cash is *not* insured by the CDIC or any other government deposit insurer.

CIBC Wood Gundy accounts are protected by the Canadian Investor Protection Fund (CIPF) within specified limits. Please contact us if you would like a copy of the brochure that describes CIPF coverage.

## 4.3 Securityholder rights and materials

Unless you request otherwise, the securities in your account with us are not registered in your name but in our name or the name of another person or company holding the securities on our behalf. The issuers of the securities in your account may not know the identity of the beneficial owner of these securities.

We're required under securities law to obtain your instructions concerning various matters relating to your holding of securities in your account, including with respect to your right to receive such material as notices to meetings, information circulars and proxies from the issuer of securities, as well as the audited financial statements of the issuer. Regardless of your instructions, you may continue to receive materials of non-Canadian reporting issuers and you may continue to receive materials relating to class actions or materials required to be sent under corporate and securities laws which are not considered securityholder materials (for example, takeover bids, issuer bids, rights offering, plans of arrangement, business combinations or securityholder elections in connection with non-proxy related matters).

### 4.3.1 Disclosure of beneficial ownership information

Securities law permits reporting issuers and other persons and companies to send materials related to the affairs of the reporting issuer directly to beneficial owners of the reporting issuer's securities if the beneficial owner does not object to having information about it disclosed to the reporting issuer or other persons and companies.

When you completed your Client Profile, you gave us your choices about disclosure of beneficial ownership information (see 4.4 *Securityholder communications* for more information.)

You can tell us if you OBJECT to the disclosure by us to the reporting issuer or other persons or companies of your beneficial ownership information, consisting of your name,

address, electronic mail address, securities holdings and preferred language of communication.

Securities legislation restricts the use of your beneficial ownership information to matters relating to the affairs of the reporting issuer.

If you DO NOT OBJECT to the disclosure of your beneficial ownership information, you will not be charged with any costs associated with sending securityholder materials to you. The use of this information by a Canadian reporting issuer or any other person or company is restricted by Canadian securities legislation to matters relating to the affairs of the Canadian reporting issuer.

If you OBJECT to the disclosure of your beneficial ownership information by us, all materials to be delivered to you as a beneficial owner of securities will be delivered by us. We may charge you the cost of delivering these materials if the issuer does not pay the mailing costs.

### 4.3.2 Receiving securityholder materials

For securities that you hold through your account, you have the right to receive proxy-related materials sent by reporting issuers to registered holders of their securities in connection with meetings of such securityholders. Among other things, this permits you to receive the necessary information to allow you to have your securities voted in accordance with your instructions at a securityholder meeting.

In addition, reporting issuers may choose to send other securityholder materials to beneficial owners, although they are not obliged to do so.

Securities law permits you to decline to receive securityholder materials. The three types of materials that you may decline to receive are:

- a) proxy-related materials, including annual reports and financial statements that are sent in connection with a securityholder meeting
- b) annual reports and financial statements that are not part of proxy-related materials, and
- c) materials that a reporting issuer or other person or company sends to securityholders that are not required by corporate or securities law to be sent to registered holders.

When you completed your Client Profile you chose to:

- receive ALL materials that are sent to beneficial owners of securities of Canadian reporting issuers
- DECLINE all securityholder materials sent to beneficial owners of securities of Canadian reporting issuers, or
- receive ONLY proxy-related materials in connection with a special meeting that are sent to beneficial owners of Canadian reporting issuers.

See 4.4 *Securityholder communications* for more information.

(Note: Even if you decline to receive the three types of materials referred to above, a reporting issuer or other person or company is entitled to deliver these materials to you, provided that the reporting issuer or other person or company pays all costs associated with the sending of these materials. These materials would be delivered to you through your intermediary

if you have objected to the disclosure of your beneficial ownership information to reporting issuers.)

### 4.3.3 Preferred language of communication

You tell us your preferred language of communication (English or French) in your know your information. You will receive materials in your preferred language of communication if the materials are available in that language.

### 4.3.4 Electronic delivery of documents

Securities law permits us to deliver some documents by electronic means if the consent of the recipient to the means of delivery has been obtained.

### 4.3.5 Contact

If you have any questions or want to change your instructions in the future, please contact your Investment Advisor or Portfolio Manager.

## 4.4 Securityholder communications

The Client Profile you sign when you open an account includes your choices for receiving securityholder materials for the securities of Canadian reporting issuers you hold in your accounts (except managed accounts).

This section explains your choices. You should read this along with 4.3 *Securityholder rights and materials*.

### Part 1 - Disclosure of beneficial information

You choose one of the following:

- DO NOT OBJECT to disclosing your name, address, e-mail address, preferred language of communication and securities holding of a Canadian reporting issuer which you hold with CIBC Wood Gundy to the Canadian reporting issuer and to other persons or companies with respect to the affairs of the Canadian reporting issuer in accordance with Canadian securities law.
- OBJECT to disclosing information described above. You understand that the direct costs associated with the distribution by CIBC Wood Gundy of issuers' securityholder communications may be charged against your accounts if the sender does not pay for such costs.

### Part 2 - Receiving securityholder materials

You must indicate which materials you want to receive. Securityholder materials sent to beneficial owners of securities consist of the following materials:

- a) proxy-related materials, including annual reports and financial statements, for annual and special meetings
- b) annual reports and financial statements that are not part of proxy-related materials, and
- c) materials sent to securityholders that are not required by corporate or securities law to be sent.

You choose to either:

- receive ALL securityholder materials sent to beneficial owners of securities of Canadian reporting issuers, or

- **DECLINE** to receive all securityholder materials sent to beneficial owners of Canadian reporting issuers
- receive **ONLY** proxy-related materials in connection with a special meeting that are sent to beneficial owners of securities of Canadian reporting issuers.

(Important note: These instructions do not apply to any specific request you give or may have given to a Canadian reporting issuer concerning the sending of interim financial statements of the Canadian reporting issuer. In addition, in some circumstances, the instructions you give will not apply to annual reports or financial statements of an investment fund that are not part of proxy-related materials. An investment fund is also entitled to obtain specific instructions from you on whether you wish to receive its annual report or financial statements, and where you provide specific instructions, the instructions in this form with respect to financial statements will not apply.)

#### 4.4.1 Proxy solicitation

Companies and other issuers you invest in may ask us to solicit your vote in favour of a securityholder resolution, for example, in support of a takeover bid, amalgamation, plan of arrangement, rights offering or other matter to be considered at a special meeting.

We (or our employees) will not receive proxy solicitation fees for this service.

#### 4.4.2 Proxy voting

If you have a managed account, we (or each Investment Manager, for ICS accounts) may exercise proxy voting and other securityholder rights for securities held in your account at our discretion and without limitation. We will not receive proxy solicitation fees if we vote in favour of resolutions recommended by management.

If you have an advisory account, you can choose to have proxies voted according to your instructions directly or through an intermediary.

If we loan securities from your margin account over the record date, some or all of the votes that you would otherwise be entitled to for the loaned securities may not be counted, regardless of whether you vote the shares or we vote them.

#### 4.4.3 Class action claims

##### All accounts except ICS and AMA

If we become aware of a class action claim related to securities held in your advisory account, we may send you the following forms. It's important that you read them carefully.

- Pendency notices – tell you about pending class actions or filings
- Exclusion forms or notices – tell you what to do if you do not want to receive future mailings about a pending class action
- Proof of claim forms – are very important. Complete and send them to the class actions administrator or other designated party to claim your portion of any proposed settlement in a class action.

If you want to collect the proceeds from a class action settlement or judgment, you usually need to complete and return the Proof of claim form. You'll also have to send any other information that might be required (such as proof of ownership or a transaction) to the class actions administrator or other designated party by their deadline.

You're responsible for making your own decisions about class actions or other legal claims relating to the securities held in an advisory account. Class action recoveries may have tax implications. You're responsible for seeking independent tax advice about your settlements.

##### ICS and AMA accounts

Your Program Manager (for ICS accounts) or Portfolio Manager (for AMA accounts) will automatically use their discretion to determine if a role should be taken in any legal proceedings affecting the securities in any ICS or AMA account, including any ICS or AMA account that has been closed after January 1, 2003 (our class action service) as long as you still have at least one ICS or AMA account open. You can opt out of the class action service by notifying us in writing when you open your account or later. You have an obligation to keep track of class actions if you don't enroll your account in the class action service. If you choose to withdraw your account from the service, your withdrawal will take effect within a reasonable amount of time after we receive your notice.

If you participate in our class action service and you're an eligible member of a class, we may process claims on your behalf or hire another company or firm (a class action service provider) to do it for us. We'll exercise due care in choosing a provider, but we won't be responsible or liable for any of their acts or omissions.

We or the provider will file any necessary proof of claim forms on your behalf. If we use a provider, they'll charge a reasonable administrative fee for each claim they process, which will be deducted directly from any class action proceeds before they're deposited into your account.

Class action settlement proceeds will be deposited to your account on a monthly basis. If the potential amount of the settlement is less than \$10, we may choose not to process it. If proceeds are received after your account is closed, we'll make reasonable efforts to deliver the proceeds to you, using the most recent contact information we have.

If you withdraw from the class action service, claims already filed but not settled will continue to be processed until the proceeds are received. We won't be responsible for any new class actions or other claims after you give us notice, and you will have to take all actions for a class action or other legal claim yourself.

Class action recoveries may have tax implications. You're responsible for seeking independent tax advice about your settlements whether you participate in the class action service or not.



## 4.5 How to make a complaint

At CIBC Wood Gundy, our goal is to listen to customer complaints, respond quickly, and resolve all issues that come to our attention.

Help us understand the issue by using the following steps:

### Step one: Contact your investment advisor or branch manager, or CIBC Wood Gundy Client Relations

In most cases, your complaint can be resolved simply by telling us about it. You may speak to your Investment Advisor or Branch Manager. Find their contact info on your account statement.

You may also contact CIBC Wood Gundy Client Relations at [1 800 563-3193](tel:18005633193). Our Client Relations representatives are available Monday to Friday, 8 a.m. to 6 p.m. ET.

If you provide a written complaint, it will be acknowledged within five business days of receipt and will be followed up with a written response.

If your complaint is a regulatory complaint, the complaint may be forwarded to CIBC's Designated Complaints Officer (DCO). Any complaint related to the possible misconduct of your investment advisor is considered regulatory.

For complaints in regards to an Asset Advantage Account chequing account, you can also visit us at any CIBC banking centre, or call Telephone Banking at [1 800 465-CIBC](tel:18004652422) (2422).

If this complaint relates to a Canadian bank product or service, or the way in which a bank product or service is offered, sold or provided, please visit a branch of that bank or contact the bank by telephone to access the bank's complaints handling process. Information about a bank's complaint handling process is typically available on their website.

### Step two: Contact CIBC Client Care

If our team in the branches, or at Client Relations weren't able to help, raise your concern with our [CIBC Client Care Centre](#). Your complaint will be assigned to a CIBC Client Care Representative who will undertake a full review of your concerns.

You may contact CIBC Client Care in a few ways.

**Phone:** [1 800 465-2255](tel:18004652255)  
(Monday to Friday, from 9 a.m. to 5:30 p.m. ET)

**Fax:** [1 877 861-7801](tel:18778617801)

**Mail:** CIBC Client Care Centre  
P.O. Box 15 Station A  
Toronto, ON M5W 1A2

**Online:** [Contact Form](#)

CIBC Client Care will acknowledge receipt of your complaint within two business days.

### Step three: Contact the CIBC Client Complaint Appeals Office (CCAO) or the Ombudsman for Banking Services and Investments (OBSI)

If, after taking the first two steps, you are still dissatisfied with our decision, you may escalate your complaint to the CIBC Client Complaint Appeals Office (CCAO). This office is employed by CIBC and isn't an independent dispute resolution service. Its mandate is to review your concerns and provide a response that is objective and unbiased, and attempt to resolve matters with you.

While it is an office internal to CIBC, the CCAO doesn't report directly to any business area that it reviews in an effort to be impartial. Escalation to this office is voluntary and it could take up to 6 or 10 weeks to complete an investigation depending upon the nature and complexity of your complaint. Statutory limitation periods continue to run while the CCAO reviews your complaint which may impact your ability to begin a civil action.

You may contact the CCAO in a few ways.

**Mail:** CIBC Client Complaint Appeals Office (CCAO)  
P.O. Box 342 Commerce Court  
Toronto, ON M5L 1G2

**Tel:** [1 888 947-5207](tel:18889475207)

**E-mail:** [ClientComplaintAppeals@cibc.com](mailto:ClientComplaintAppeals@cibc.com)

You may submit your complaint to the Ombudsman for Banking Services and Investments (OBSI) without going through the CCAO if you have not received a written notice of CIBC's decision after 90 days from the date you first made a complaint to your CIBC contact or Client Care. Also, if you are not satisfied with the outcome of the review of the complaint at CIBC Client Care, you may escalate your concerns directly to the Ombudsman for Banking Services and Investments (OBSI) within 180 days from the date of CIBC's response letter to you. Please note that you don't need to escalate your complaint to the CCAO prior to submitting it to OBSI. The services of OBSI are free.

You may contact OBSI in a few ways.

**Mail:** Ombudsman for Banking Services and Investments  
20 Queen Street West, Suite 2400  
P.O. Box 8  
Toronto, ON M5H 3R3

**Tel:** [1 888 451-4519](tel:18884514519) or [416 287-2877](tel:4162872877) (in Toronto)

**E-mail:** [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca)

**Fax:** [1 888 422-2865](tel:18884222865) or [416 225-4722](tel:4162254722) (in Toronto)

**Quebec residents:** Please refer to the Other options section below.

### Other options

You may also submit your complaint to the Investment Industry Regulatory Organization of Canada (IIROC). You may contact IIROC via email ([investorinquiries@iiroc.ca](mailto:investorinquiries@iiroc.ca)) or call [1 877 442-4322](tel:18774424322) for more information.

If you are a Quebec resident and are dissatisfied with the outcome or with the examination of your complaint, you may request that your complaint file be transferred to the Autorité des marchés financiers (“AMF”). The AMF will proceed with their examination and may, if it considers it appropriate, offer mediation or conciliation services. However, the AMF cannot require a party to go to mediation. Please visit the AMF website or call [1 877 525-0337](tel:18775250337) for more information.

See *4.7 Making a Complaint: A Guide for Investors* and *4.8 How can I get my money back? A guide for investors* below. Published by the Investment Industry Regulatory Organization of Canada (IIROC), these brochures include other options you have for making your complaint.

## Regulatory complaints

CIBC World Markets Inc. is regulated by IIROC. We have a designated complaints officer who handles all complaints related to misconduct in the handling of your investment accounts.

If you have this kind of complaint, your Investment Advisor, Portfolio Manager, Branch Manager or Client Relations representative may need to forward it to our designated complaints officer.

The complaints officer will send you a written acknowledgement within five days of receiving your complaint. This will include the name of the representative reviewing your complaint and how to contact them, a summary of our complaint resolution process, and other options available to you if you are not satisfied with the response.

After your complaint is investigated, the complaints officer will send you a written report. The report will include a summary of your complaint, the details of our investigation, a final decision and options available to you if you are not satisfied with the decision.

The complaints officer will respond to your complaint within 90 calendar days, or send you a letter explaining why it will take longer. The letter will tell you when you can expect an answer and include a list of other options available to you.

If you are not satisfied with how your regulatory complaint has been handled, contact the complaints officer by:

**Mail:** CIBC Wealth Management  
c/o Designated Complaints Officer  
P.O. Box 342 Commerce Court  
Toronto, ON M5L 1G2

**Email:** [Mailbox.DCO@cibc.com](mailto:Mailbox.DCO@cibc.com)

## Complaints in Regard to AAA Chequing Accounts

### Independent Consumer Support Agencies

In addition to CIBC’s service commitment to you, there are a number of external agencies that monitor Canada’s financial industry to ensure compliance and reliable access to financial services.

### The Financial Consumer Agency of Canada

The Financial Consumer Agency of Canada (FCAC) supervises federally regulated financial institutions, such as CIBC, to ensure they comply with federal consumer protection laws. Federal consumer protection laws affect you in a number of ways. For example, financial institutions must provide you with information about their fees, interest rates and complaint handling procedures. The FCAC also helps educate consumers and monitors voluntary codes of conduct and public commitments designed to protect the interest of consumers.

For more information, please contact the FCAC by:

**Tel:** [1 866 461-3222](tel:18664613222)

**Website:** [canada.ca/en/financial-consumer-agency.html](http://canada.ca/en/financial-consumer-agency.html)

If you have a regulatory complaint concerning your chequing account or a complaint concerning a voluntary code of conduct, you can contact the FCAC in writing at:

Financial Consumer Agency of Canada  
6th Floor, Enterprise Building  
427 Laurier Avenue West, Ottawa, ON K1R 1B9

The FCAC will determine whether the financial institution is compliant. It will not, however, resolve individual consumer complaints.

### The Privacy Commissioner of Canada

If your concern involves a privacy issue, you may contact the Office of the Privacy Commissioner of Canada by:

**Tel:** [819 994-5444](tel:8199945444) or [1 800 282-1376](tel:18002821376)

**Fax:** [613 947-6850](tel:6139476850)

**Website:** [priv.gc.ca](http://priv.gc.ca)

### Voluntary Codes of Conduct

Voluntary Codes of Conduct are guidelines and commitments that are designed to protect you, our customers. CIBC has voluntarily adopted a number of codes. These codes can be found on [cibc.com](http://cibc.com) or you can obtain a copy of Our Service Commitment to You brochure at any CIBC Banking Centre.

# How IIROC protects investors

Protecting Investors and Supporting  
Healthy Capital Markets Across Canada



You're discussing your investment needs with a financial advisor registered with the Investment Industry Regulatory Organization of Canada (IIROC).

Smart move. Here's why:

**IIROC Works to Protect Investors** throughout your experience with a Registered Investment Advisor

Your advisor is providing you with this brochure so that you understand the advantages and protections offered by investing through an IIROC-regulated advisor and firm.

IIROC regulates the activities of all Canadian investment dealer firms and the advisors they employ.

These companies and their investment advisors must meet IIROC's high ethical and professional standards.

We conduct regular reviews of all firms to make sure they comply with our rules and we take disciplinary action if our rules and standards are broken by firms or their advisors.

IIROC Registration Means **Your Advisor Meets Our High Standards**



To become registered with IIROC, your investment advisor passed a series of background checks and tests to ensure he or she meets our experience requirements and professional standards.

IIROC-registered advisors must also complete mandatory continuing education courses to stay up to date on our rules, financial products and industry trends.

You can make sure your investment advisor is registered with IIROC and find out if he or she has ever been disciplined for breaking our rules by searching the **AdvisorReport** on our website.

3

Your IIROC-Registered Advisor **Must Understand and Address Your Financial Needs**




Before your advisor can open an account and provide you with financial services, he or she will ask you a series of questions to understand how to best meet your particular needs.

This “Know Your Client” process is an IIROC requirement that ensures your advisor is familiar with your financial situation, investment knowledge and objectives, tolerance for risk and the time horizon for your investment objectives, before making investment recommendations.

This may take more than one meeting, but please provide the information your advisor requests. This will help ensure that your advisor offers you investment account types, strategies and products that are suitable for your individual financial needs and circumstances.

4



Your Advisor  
**Must Keep You  
Informed** about  
Your Investments

IIROC requires your advisor to share information with you about the products, services and account types you are offered and any associated fees and charges.

Most of this information will be included in a Relationship Disclosure Document, which you should read carefully.

Your advisor must also keep you updated with regular account statements and periodic reports on the fees and charges you pay and on the performance of your investments.

As an investor, you can protect yourself by reading and understanding the information IIROC requires your advisor to provide.

Ask your advisor about any information you do not understand.

5

You also Benefit  
from **other  
Protections**



All IIROC member firms must maintain an adequate cushion of capital, which reduces the risk of them becoming insolvent.

Firms must also keep your investments separate from their own assets.

Your account is also eligible for protection by the Canadian Investor Protection Fund, which covers up to

**\$1,000,000**

per account if an IIROC-regulated firm becomes insolvent. You can learn more at [www.cipf.ca](http://www.cipf.ca).

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## Your Complaints Must be Addressed



If you have a concern about your advisor or investment firm, you can complain directly to them and they must address your complaint in accordance with IIROC standards. The firm must also report your complaint to IIROC so we can ensure it has been dealt with appropriately.

IIROC can also investigate your complaint and, if necessary, take disciplinary action.

**You can contact IIROC directly at 1-877-442-4322 or email us at [InvestorInquiries@iroc.ca](mailto:InvestorInquiries@iroc.ca).**

## Need More Information?



**Please visit [www.iroc.ca](http://www.iroc.ca) to:**

Make sure your investment advisor is registered and the firm that employs your advisor is regulated

Find out if your advisor has ever been disciplined by IIROC for breaking our rules

Get more information about opening an account and understand the importance of providing complete information to your advisor

Learn more about how IIROC protects investors and supports healthy capital markets

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## Questions?

### CONTACT US:

Tel: 1-877-442-4322

Fax: 1-888-497-6172

Email: [investorinquiries@iroc.ca](mailto:investorinquiries@iroc.ca)

### TORONTO (HEAD OFFICE)

121 King Street West  
Suite 2000  
Toronto, Ontario  
M5H 3T9

### MONTRÉAL

525 Viger Avenue West  
Suite 601  
Montréal, Québec  
H2Z 0B2

### CALGARY

Bow Valley Square 3  
255-5th Avenue S.W.  
Suite 800  
Calgary, Alberta  
T2P 3G6

### VANCOUVER

Royal Centre  
1055 West Georgia Street  
Suite 2800  
P.O. Box 11164  
Vancouver, British Columbia  
V6E 3R5

[www.iroc.ca](http://www.iroc.ca)



## 4.7 (IIROC) Making a complaint: A guide for investors

# Making a Complaint A Guide for Investors

PART 1 OF 2

Investment Industry Regulatory  
Organization of Canada

Protecting Investors and Supporting  
Healthy Capital Markets Across Canada



The Investment Industry  
Regulatory Organization of  
Canada (IIROC) **Protects  
Investors and Supports  
Healthy Capital Markets**

- **All** Canadian investment firms and individual investment advisors dealing in Canada's stock and bond markets **must** be registered with IIROC
- IIROC-regulated companies and their investment advisors **must** meet our high ethical and professional standards
- IIROC conducts regular reviews of registered investment firms to make sure they comply with our rules
- IIROC takes action if our rules are broken or our standards are not met

[www.iiroc.ca](http://www.iiroc.ca)

Do you have concerns about the conduct or behaviour of your **IIROC-regulated investment firm or advisor?**



**You can make a complaint to any and/or all of the following:**

- Your investment advisor
- The supervisor/branch manager who oversees your investment advisor
- The firm where your advisor works
- Directly to IIROC

Account losses are not necessarily an indication that your advisor has engaged in misconduct, as most investments carry a degree of risk, with no guarantee of profitability. When you complain to IIROC, we will review your complaint to determine whether our rules have been broken.

1

First – check to ensure **your investment advisor is regulated by IIROC**



Make sure you are dealing with an IIROC-regulated investment firm and that your advisor is registered with us.

**www.iiroc.ca** provides a list of all the firms we regulate and a database of the advisors they employ.

**Our online database can help you find out more about**

- the background, qualifications and employment history of your advisor
- any record of IIROC disciplinary action.

2





Do you believe  
**your investment firm or  
advisor may have acted  
improperly or unethically?**

For example by:

- Buying or selling investments without your approval
- Making excessive trades in your investment account
- Recommending investments that are not suitable for you (such as too risky)

If you believe your investment firm or advisor may have broken IIROC's rules or failed to meet our professional standards, **we want to hear from you.**

If our investigation concludes that an investment firm and/or individuals working for the firm have broken our rules, we may take disciplinary action to hold them accountable. This could result in warnings, reprimands, fines, suspensions and/or permanent bans for advisors and firms.

Please note that IIROC discipline **cannot provide compensation** to investors or force firms or individual advisors to do so.

3



**Don't Delay!**

Please make your complaint as quickly as possible. If too much time passes between the issue arising and your complaint, it might not be possible to investigate properly. As well, if you are seeking compensation through other channels (see page 9), there are time limits for taking action.

**How to file a complaint with IIROC**

IIROC has a dedicated Complaints & Inquiries department, which you can contact in four ways:

**Use our secure  
downloadable form:  
Complaint Form**

**Send us an email:**  
[investorinquiries@iiroc.ca](mailto:investorinquiries@iiroc.ca)

**Call us toll free:**  
1-877-442-4322

**Fax us at:**  
1-888-497-6172



## What we need to follow up on your complaint

- **Please provide IIROC with as much information as possible**, including your name and contact information, as well as the name and contact information for any individual or firm mentioned in your complaint.
- **Keep a file of all documents that relate to your account and your specific issue.** Include copies of letters and email messages. Keep records of conversations – dates, times and details of what was said, as well as any other information you feel is important.
- **You don't need to "prove" your case.** Just provide IIROC with the facts and your supporting documents. You can talk to IIROC staff to help you determine what information is important for our review.
- **Please be prepared to cooperate.** If we decide to take disciplinary action, you may be asked to participate as a witness.

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## What happens when you file a complaint?




### When you file a complaint with IIROC:

1. We will let you know we have received it.
2. We will update you after we have reviewed your complaint and decided whether we will proceed with an investigation.

We carefully review all the information we receive to see if IIROC's rules have been broken and if we need to take further action.

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IIROC helps protect you by ensuring **your complaints are investigated appropriately**

If you complain to the investment firm directly, IIROC requires that the firm abide by our rules for handling client complaints. IIROC-regulated firms must report all written client complaints about possible breaches of our rules so we can determine **whether to conduct our own investigation**.

While IIROC does not review customer service issues, we ensure that the firms we regulate respond to such complaints.

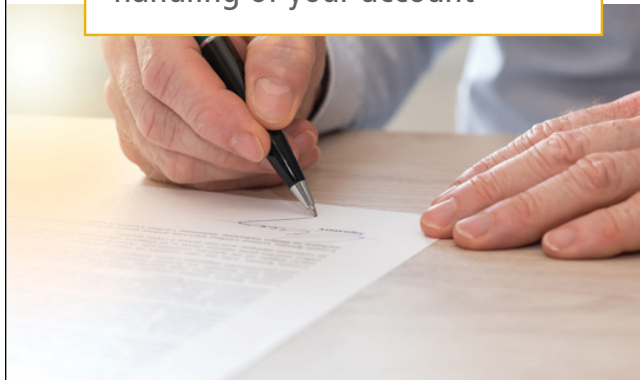
If you have a **customer service** complaint, for example:

- Difficulty getting in touch with your advisor
- Being asked to move your account to another firm

and you put your complaint in writing, the firm must provide you with a written response.

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**If you complain to the firm or someone at the firm about their handling of your account**



**The firm is required to:**

1. Acknowledge your complaint within five business days
2. Provide you with their final response within 90 calendar days, including:
  - a summary of your complaint
  - results of their investigation
  - an explanation of their final decision and
  - options available to you for seeking compensation if you are not satisfied with the firm's response.

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## What if I'm not satisfied with the investment firm's response?

If your complaint is not resolved with the firm, you have several options:

- The **Ombudsman for Banking Services and Investments** resolves disputes between participating investment firms and investors. Visit [www.obsi.ca](http://www.obsi.ca) or call 1-888-451-4519.
- Québec residents can contact the **Autorité des marchés financiers**. Visit <https://lautorite.qc.ca/en/general-public/> or call 1-877-525-0337.
- Arbitration is available through **ADR Chambers** ([adrchambers.com/ca](http://adrchambers.com/ca) or 1-800-856-5154) and in Québec through the **Canadian Commercial Arbitration Centre** ([www.ccac-adr.org/en/](http://www.ccac-adr.org/en/) or 1-800-207-0685).
- You also have the option of going to court, but you should first get advice from a lawyer.

## How can I get money back?

See our brochure online *How Can I Get My Money Back?* for more information.

## Questions?

### CONTACT US:

Tel: 1-877-442-4322

Fax: 1-888-497-6172

Email: [investorinquiries@iroc.ca](mailto:investorinquiries@iroc.ca)

### TORONTO (HEAD OFFICE)

121 King Street West  
Suite 2000  
Toronto, Ontario  
M5H 3T9

### MONTRÉAL

525 Viger Avenue West  
Suite 601  
Montréal, Québec  
H2Z 0B2

### CALGARY

Bow Valley Square 3  
255-5th Avenue S.W.  
Suite 800  
Calgary, Alberta  
T2P 3G6

### VANCOUVER

Royal Centre  
1055 West Georgia Street  
Suite 2800  
P.O. Box 11164  
Vancouver, British Columbia  
V6E 3R5

[www.iroc.ca](http://www.iroc.ca)

## 4.8 (IIROC) How can I get my money back? A guide for investors



## Seeking Financial Compensation



If you've suffered a financial loss because your investment advisor or firm acted improperly, you will likely ask, "How can I get my money back?"

First of all, it's important you act promptly. There are **time limits** attached to all of the options available to you.

The first step in seeking compensation is to make a **written complaint** directly to your investment advisor and his/her firm. They must provide you with a substantive response to your claim **within 90 days**.

### Still not satisfied?

Please go directly to OBSI or consider the other options outlined in this brochure.

#### You can contact OBSI at:

1-888-451-4519  
[ombudsman@obsi.ca](mailto:ombudsman@obsi.ca)  
[www.obsi.ca](http://www.obsi.ca)

## The Ombudsman for Banking Services and Investments (OBSI)

OBSI is Canada's free, independent service for resolving investment and banking disputes with participating firms.

IIROC requires all the investment firms it regulates to take part in the OBSI process.

Some firms may suggest you use their own internal ombudsman first, but it is your choice whether or not to participate in that process. It is voluntary.

If you've already formally complained to your investment firm and feel your complaint wasn't resolved to your satisfaction, you have **up to 180 days** from the time you receive the firm's written response to submit a complaint to OBSI.

It is important to know that if you choose to use a firm's internal ombudsman, you will have less than 180 days to complain to OBSI as the 180 time limit begins to apply **after** the firm's written response to you. **You do not need to appeal the firm's decision to the internal ombudsman before going to OBSI.**

OBSI can recommend compensation up to \$350,000 but its decisions are not legally binding. Many firms will compensate the complainant but some choose not to.

## Going to Court



There is no limit to the amount of compensation you can claim. It is a good idea to get advice from a lawyer before pursuing legal action, as this can be an expensive option.

There is also a statute of limitations on legal action. This means there are legal time limits and you could run out of time to pursue some of your claims in court.

If you choose legal action, your provincial law society can help you find a lawyer. For a list of provincial law societies, go to [www.flsc.ca](http://www.flsc.ca).

## Arbitration

Arbitration is a process where a qualified arbitrator – chosen in consultation with both you and the investment firm – hears both sides and makes a final, **legally binding decision** about your complaint.

IIROC requires all the investment firms it regulates to take part in this option if you choose to go to arbitration.

The arbitrator acts as the judge in the proceedings and reviews facts presented by each side of the dispute. Either side can choose to be represented by a lawyer, though this is not required. Arbitrators can award up to \$500,000.

There are **costs** to using arbitration, often less than the cost of going to court. The arbitration fees themselves are usually divided between the two parties. When you file your case, you can decide whether to give the arbitrator the added power to award legal costs on top of any other award, in which case the unsuccessful party would pay the other party's legal costs.

**IIROC has designated two independent arbitration organizations:**

**ADR Chambers**  
1-800-856-5154  
[www.adrchambers.com](http://www.adrchambers.com)

**In Québec:** Canadian Commercial  
Arbitration Centre  
1-800-207-0685  
[www.ccac-adr.org/en/](http://www.ccac-adr.org/en/)

## Compensation Options



CHANNEL	TIME LIMIT* TO COMPLAIN	AWARD LIMIT	COST	DECISION BINDING
OBSI	Yes	Up to \$350,000	No	No
Court	Yes	None	Yes	Yes
Arbitration	Yes	Up to \$500,000	Yes	Yes
Québec / AMF	Yes	Up to \$200,000	No	No

\*It is important to understand the time limits of each option.



## In Québec: AMF Mediation Services

If you live in Québec you can use the free services of the **Autorité des marchés financiers (AMF)**. You must first make a formal complaint to your investment firm. If you are not satisfied with its response, you can ask the firm to transfer your complaint to the AMF.

The AMF will assess the complaint and may offer mediation services, though firms are not required to participate.

### For more information on the AMF:

1-877-525-0337

[renseignements-consommateur@lautorite.qc.ca](mailto:renseignements-consommateur@lautorite.qc.ca)

[www.lautorite.qc.ca/en/](http://www.lautorite.qc.ca/en/)

## Other options if you live in Manitoba, New Brunswick or Saskatchewan

Securities regulators in these provinces can order a person or company that has broken provincial securities law to pay compensation. These orders are enforced similar to court judgments.

### For more information, contact:

Manitoba Securities Commission:  
[www.mbsecurities.ca/index.html](http://www.mbsecurities.ca/index.html)

New Brunswick Financial and Consumer Services Commission: [FCNB.ca](http://FCNB.ca)

Financial and Consumer Affairs Authority of Saskatchewan: [www.fcaa.gov.sk.ca](http://www.fcaa.gov.sk.ca)

## Understanding IIROC's Role



As an investor you can complain to IIROC and we will review your complaint to determine whether or not your advisor and/or firm has broken our rules. If we find that our rules have been broken, we may take disciplinary action including fines, suspensions or permanent bans. However, IIROC cannot provide compensation to you or force an investment firm or individual advisor to reimburse you.

**If you have questions, please contact  
IIROC at:**

Tel: 1-877-442-4322

Fax: 1-888-497-6172

Email: [investorinquiries@iiloc.ca](mailto:investorinquiries@iiloc.ca)

## Questions?

### CONTACT US:

Tel: 1-877-442-4322

Fax: 1-888-497-6172

Email: [investorinquiries@iroc.ca](mailto:investorinquiries@iroc.ca)

### TORONTO (HEAD OFFICE)

121 King Street West  
Suite 2000  
Toronto, Ontario  
M5H 3T9

### MONTREAL

525 Viger Avenue West  
Suite 601  
Montréal, Québec  
H2Z 0B2

### CALGARY

Bow Valley Square 3  
255-5th Avenue S.W.  
Suite 800  
Calgary, Alberta  
T2P 3G6

### VANCOUVER

Royal Centre  
1055 West Georgia Street  
Suite 2800  
P.O. Box 11164  
Vancouver, British Columbia  
V6E 3R5

[www.iroc.ca](http://www.iroc.ca)



## 4.9 Risk disclosure statement for futures and options

This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures and options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

### Futures

1. **Effect of “Leverage” or “Gearing”:** Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are “leveraged” or “geared”. A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.
2. **Risk-reducing Orders or Strategies:** The placing of certain orders (e.g. “stop-loss” order, where permitted under local law, or “stop-limit” orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as “spread” and “straddle” positions may be as risky as taking simple “long” or “short” positions.

### Options

3. **Variable Degree of Risk:** Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.  
The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option

is on a future, the purchaser will acquire a futures position with associated liabilities for margin (see the section on *Futures* above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

Selling (“writing” or “granting”) an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a future, the seller will acquire a position in a future with associated liabilities for margin (see the section on *Futures* above). If the option is “covered” by the seller holding a corresponding position in the underlying interest or a future or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

### Additional risks common to futures and options

4. **Terms and Conditions of Contracts:** You should ask the firm with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g., the circumstances under which you may become obligated to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.
5. **Suspension or Restriction of Trading and Pricing Relationships:** Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or “circuit breakers”) may increase the risk of loss by making it difficult or impossible to effect

transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the future, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge “fair” value.

6. **Deposited Cash and Property:** You should familiarize yourself with the protections accorded money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be prorated in the same manner as cash for purposes of distribution in the event of a shortfall.
7. **Commission and Other Charges:** Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.
8. **Transactions in Other jurisdictions:** Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.
9. **Currency Risks:** The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.
10. **Trading Facilities:** Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary; you should ask the firm with which you deal for details in this respect.
11. **Electronic Trading:** Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is

either not executed according to your instructions or is not executed at all. Your ability to recover certain losses which are particularly attributable to trading on a market using an electronic trading system may be limited to less than the amount of your total loss.

12. **Off-exchange Transactions:** In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the values, to determine a fair price or to assess the exposure to risk. For these reasons, these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules.

## Appendix

No securities commission or similar authority in Canada has in any way passed upon the merits of Options referred to herein and any representation to the contrary is an offence. This document contains condensed information respecting the Options referred to herein.

Additional information may be obtained from your broker.

## Disclosure statement for recognized market options

A high degree of risk may be involved in the purchase and sale of Options, depending to a large measure on how and why Options are used. Options may not be suitable for every investor. See “Risks in options trading” and “Additional information”.

## Introduction

This disclosure statement sets forth general information relevant to the purchase and sale of Put and Call Options traded on a recognized market and cleared through a clearing corporation. Information concerning the underlying interests on which Options are traded, the terms and conditions of these Options, the recognized markets on which they trade and the applicable clearing corporations may be obtained from your dealer. Information on investment strategies and possible uses of Options may also be obtained from your broker.

This disclosure statement refers only to Options and clearing corporations which have been recognized or qualified for purposes of this disclosure statement by provincial securities administrators where required. The Options discussed herein trade on markets which, for the purposes of this Disclosure Statement only, are referred to as “recognized markets”.

## Nature of an option

An Option is a contract entered into on a recognized market between a seller (sometimes known as a writer) and a purchaser where all the terms and conditions of the contract (called the “specifications”), other than the consideration (called the “premium”) for the Option are standardized and

predetermined by the recognized market. The premium, paid by the purchaser to the seller is determined in the market on the basis of supply and demand, reflecting such factors as the duration of the Option, the difference between the exercise price of the Option and the market price of the underlying interest, the price volatility and other characteristics of the underlying interest.

There are 2 types of Options: Calls and Puts. A call gives the purchaser a right to buy, and a Put the right to sell, a specific underlying interest at a stated exercise price and within a specified period of time or on a specific date. An Option subjects the seller to an obligation to honour the right granted to the purchaser if exercised by the purchaser.

Underlying interests can be shares of a specific corporation, bonds, notes, bills, certificates of deposit, commodities, foreign currency, the cash value of an interest in a stock index or any other interest provided for in the specifications.

An Option transaction is entered into on a recognized market by a purchaser and a seller represented by their respective dealers. When the transaction is concluded it is cleared by a clearing corporation affiliated with the recognized market on which the Option is traded.

When an Option transaction is cleared by the clearing corporation it is divided into 2 contracts with the clearing corporation becoming the seller to the purchaser in the transaction and the purchaser to the seller.

Thus on every outstanding Option, the purchaser may exercise the Option against the clearing corporation and the seller may be called upon to perform his obligation through exercise of the option by the clearing corporation.

Options may also be classified according to delivery requirements: actual delivery and cash delivery. An actual delivery requires the physical delivery of the underlying interest if the option is exercised. A cash delivery Option requires a cash payment of the difference between the aggregate exercise price and the value of the underlying interest at a specified time prior or subsequent to the time the Option is exercised.

Options are issued in series designated by an expiration month, an exercise price, an underlying interest and a unit of trading. At the time trading is introduced in Options with a new expiration month, the recognized market on which the Option is traded establishes exercise prices that reflect the current spot prices of the underlying interest. Generally, 3 series of Options are introduced with exercise prices at, below and above the current spot price. When the spot price of the underlying interest moves, additional Options may be added with different exercise prices. Options having the same underlying interest and expiration month, but having different exercise prices, may trade at the same time.

## Specifications of options

Specifications of Options are fixed by the recognized market on which they are traded. These specifications may include such items as trading units, exercise prices, expiration dates, last day of trading, and the time for determining settlement values.

An Option may be bought or sold only on the recognized market on which the Option is traded. The recognized market and the clearing corporation may each impose restrictions on certain types of transactions, and under certain circumstances may modify the specifications of outstanding Options. In addition, a recognized market or a clearing corporation may limit the number of Options which may be held by an investor and may limit the exercise of Options under prescribed circumstances.

## Exercising options

An Option may have either an American style exercise or European style exercise irrespective of where the recognized market is located. An American style Option can be exercised by the purchaser at any time before the expiration. To do this, the purchaser notifies the dealer through whom the Option was purchased. A purchaser should ascertain in advance from his dealer the latest date on which he may give such notice to his dealer. An European style Option may only be exercised by the purchaser on a specified date. Upon receiving an exercise notice from the purchaser's dealer, the clearing corporation assigns it to a member which may re-assign to it a client on a random or other predetermined selection basis.

Upon assignment, the seller must make delivery of (in the case of a Call) or take delivery of and pay for (in the case of a Put) the underlying interest. In the case of a cash delivery option, the seller must, in lieu delivery, pay the positive difference between the aggregate exercise price and the settlement value of the underlying interest (in the case of both a Call and a Put).

A purchaser of an Option which expires loses the premium paid for the Option and his transaction costs. The seller of an Option which expires will have as his gain the premium received for the Option less his transaction costs.

## Trading of options

Each recognized market permits secondary market trading of its Options. This enables purchasers and sellers of Options to close out their positions by offsetting sales and purchases. By selling an option with the same terms as the one purchased, or buying an Option with the same terms as the one sold, an investor can liquidate his position (called an "offsetting transaction"). Offsetting transactions must be made prior to expiration of an Option or by a specified date prior to expiration. Offsetting transactions must be effected through the broker through whom the Option was initially sold or purchased.

Price movements in the underlying interest of an Option will generally be reflected to some extent in the secondary market value of the Option and the purchaser who wishes to realize a profit will have to sell or exercise his Option during the life of the option or on the specified date for exercise, as the case may be.

## Costs of options trading

**Margin requirements:** Prior to trading Options, a seller must deposit with his dealer cash or securities as collateral (called "margin") for the obligation to buy (in the case of a Put) or sell (in the case of a Call) the underlying interest if the Option

should be exercised. Minimum margin rates are set by the recognized market on which the Option trades.

**Higher rates of margin may be required by the seller's broker:** Margin requirements of various recognized markets may differ. In addition, they are subject to change at any time and such changes may apply retroactively to Options positions previously established.

**Commission charges:** Commissions are charged by dealers on the purchase or sale of Options as well as on the exercise of Options and the delivery of underlying interests.

**Risks in options trading:** Options can be employed to serve a number of investment strategies including those concerning investments in or related to underlying interests.

SOME STRATEGIES FOR BUYING AND SELLING OPTIONS INVOLVE GREATER RISK THAN OTHERS.

The following is a brief summary of some of the risks connected with trading in Options:

1. Because an Option has a limited life, the purchaser runs the risk of losing his entire investment in a relatively short period of time. If the price of the underlying interest does not rise above (in the case of a Call) or fall below (in the case of a Put) the exercise price of the Option plus premium and transaction costs during the life of the Option, or by the specified date for exercise, as the case may be, the Option may be of little or no value and if allowed to expire will be worthless.
2. The seller of a Call who does not own the underlying interest is subject to a risk of loss should the price of the underlying interest increase. If the Call is exercised and the seller is required to purchase the underlying interest at a market price above the exercise price in order to make delivery, he will suffer a loss.
3. The seller of a Put who does not have a corresponding short position (that is an obligation to deliver what he does not own) in the underlying interest will suffer a loss if the price of the underlying interest decreases below the exercise price, plus transaction costs minus the premium received. Under such circumstances, the seller of the Put will be required to purchase the underlying interest at a price above the market price, with the result that any immediate sale will give rise to a loss.
4. The seller of a Call who owns the underlying interest is subject to the full risk of his investment position should the market price of the underlying interest decline during the life of the Call, or by the specified date for exercise, as the case may be, but will not share in any gain above the exercise price.
5. The seller of a Put who has a corresponding short position in the underlying interest is subject to the full risk of his investment position should the market price of the underlying interest rise during the life of the put, or by the specified date for exercise, as the case may be, but will not share in any gain resulting from a decrease in price below the exercise price.
6. Transactions for certain Options may be carried out in a foreign currency. Accordingly, purchasers and sellers of these Options using Canadian dollars will be exposed to

risks from fluctuations in the foreign exchange market as well as to risks from fluctuations in the price of the underlying interest.

7. There can be no assurance that a liquid market will exist for a particular Option to permit an offsetting transaction. For example, there may be insufficient trading interest in the particular Option; or trading halts, suspensions or other restrictions may be imposed on the Option or the underlying interest; or some event may interrupt normal market operations; or a recognized market could for regulatory or other reasons decide or be compelled to discontinue or restrict trading in the Option. In such circumstances the purchaser of the Option would only have the alternative of exercising his Option in order to realize any profit, and the seller would be unable to terminate his obligation until the Option expired or until he performed his obligation upon being assigned an exercise notice.
8. The seller of an American style Option has no control over when he might be assigned an exercise notice. He should assume that an exercise notice will be assigned to him in circumstances where the seller may incur a loss.
9. In unforeseen circumstances there may be a shortage of underlying interests available for delivery upon exercise of actual delivery Options, which could increase the cost of or make impossible the acquisition of the underlying interests and cause the clearing corporation to impose special exercise settlement procedures.
10. In addition to the risks described above which apply generally to the buying and selling of Options, there are timing risks unique to Options that are settled by the payment of cash.

The exercise of Options settled in cash results in a cash payment from the seller to the purchaser based on the difference between the exercise price of the Option and the settlement value. The settlement value is based on the value of the underlying interest at a specified point in time determined by the rules of the recognized market. This specified point in time could vary with the option.

For example, the specified point in time could be the time for establishing the closing value of the underlying interest on the day of exercise or in the case of some options based on a stock index the time for establishing the value of the underlying interest which is based on the opening prices of constituent stocks on the day following the last day of trading. Options for which the settlement value is based on opening prices may not, unless the applicable recognized market announces a rule change to the contrary, trade on that day.

The settlement value for Options, futures contracts and futures Options may not be calculated in the same manner even though each may be based on the same underlying interest.

Where the settlement value of a cash delivery option is determined after the exercise period, the purchaser who exercises such Option will suffer from any unfavourable change in the value of the underlying interest from the time of his decision to exercise to the time settlement value is determined. With actual delivery Options, this risk can be covered by a complementary transaction in the actual market for the underlying interest.

The seller of a cash delivery Option is not informed that he has been assigned an exercise notice until the business day following exercise, at the earliest, and the seller will suffer from any unfavourable change in the value of the underlying interest from the time of determination of the settlement value to the time he learns that he has been assigned. Unlike the seller of an actual delivery Option, the seller of a cash delivery Option cannot satisfy his assignment obligations by delivery of the lower valued underlying interest, but must pay cash in an amount determined by the settlement value.

The type of risk discussed above makes spreads and other complex Option strategies involving cash delivery Options substantially more risky than similar strategies involving actual delivery options.

## Tax consequences

The income tax consequences of trading in Options are dependent upon the nature of the business activities of the investor and the transaction in question. Investors are urged to consult their own professional advisers to determine the consequences applicable to their particular circumstances.

## Additional information

Before buying or selling an option an investor should discuss with his dealer:

- his investment needs and objectives;
- the risks he is prepared to take;
- the specifications of options he may wish to trade;
- commission rates;
- margin requirements;
- any other matter of possible concern.

Specifications for each Option are available on request from your dealer and from the recognized market on which the option is traded. Should there be any difference in interpretation between this document and the specifications for a given Option, the specifications shall prevail.



## 4.10 Strip bonds and strip bond packages information statement

We are required by provincial securities regulations to provide you with this Information Statement before you can trade in strip bonds or strip bond packages based on bonds of the Government of Canada, a Canadian province, or certain foreign governments or political subdivisions thereof. Please review it carefully.

<sup>1</sup> CARs are corporate strip bonds comprised of coupon and residual securities

<sup>2</sup> PARs are a form of strip bond package where the coupon rate is reduced to current yields, thus allowing the package to be sold at par.

## Preliminary Note Regarding the Scope of this Information Statement

This information statement relates to strip securities that are based on bonds of the Government of Canada, a Canadian province, or certain foreign governments or political subdivisions thereof. Provincial securities regulations create an exemption from dealer registration and prospectus requirements for these types of securities.

Strip securities may also be based on Canadian corporate bonds. While some of the information in this Information Statement may also be relevant to corporate bond-based strips, corporate bond-based strips are outside the scope of this Information Statement. If you are planning to purchase a strip or strip package based on a corporate Canadian bond, please note that such securities are not governed by the regulations referred to above, but rather, may be subject to certain decisions issued by Canada's securities regulatory authorities exempting certain Canadian corporate bond-based strip securities from various regulatory requirements, including Section 2.1 of National Instrument 44-102 – *Shelf Distributions* and Section 2.1 of National Instrument 44-101 – *Short Form Prospectus Distributions*. See e.g. *RBC Dominion Securities Inc. et al.*, (2013) 36 OSCB 3867 (Apr. 8), online: [www.osc.ca/en/securities-law/orders-rulings-decisions/rbc-dominion-securities-inc-et-al-2](http://www.osc.ca/en/securities-law/orders-rulings-decisions/rbc-dominion-securities-inc-et-al-2). Pursuant to each such decision, Canadian securities dealers file with the applicable Canadian securities regulatory authorities a short form base shelf prospectus and certain supplements thereto, pursuant to which certain Canadian corporate bond-based strip securities may be distributed on an on-going basis without a full prospectus (the “CARs<sup>1</sup> and PARs<sup>2</sup> Programme”). For each decision, the applicable shelf prospectus and its supplements may be found on the System for Electronic Document Analysis and Retrieval or “SEDAR” at [sedar.com](http://sedar.com).

Risk and other disclosures relating to securities issued as part of the CARs and PARs Programme are set forth in the shelf prospectus and supplements published on SEDAR, and investors considering purchasing such securities are advised to consult these documents, since considerations unique to securities issued as part of the CARs and PARs Programme are not addressed herein.

## Strip bonds and strip bond packages (“strips”)

A strip bond — commonly referred to as a “strip” — is a fixed-income product that is sold at a discount to face value and matures at par. This means the holder is entitled to receive the full face value at maturity. Strips do not pay interest, but rather, the yield at the time of purchase is compounded semi-annually and paid at maturity. Since the return on a strip is fixed at the time of purchase, strips may be a suitable investment where the holder requires a fixed amount of funds at a specific future date.

A strip is created when a conventional debt instrument, such as a government or corporate bond, discount note or asset-backed security (i.e., the “underlying bond”), is separated into its “interest” and “principal” component parts for resale. Components are fungible and may be pooled together where they share the same issuer, payment date and currency



and have no other distinguishing features. The two types of components may be referred to as follows:

- The “coupon”: the interest-paying portion of the bond; and
- The “residual”: the principal portion.

A strip bond package is a security comprised of two or more strip components. Strip bond packages can be created to provide holders with a regular income stream, similar to an annuity, and with or without a lump sum payment at maturity<sup>3</sup>. By laddering strips with staggered maturities or other payment characteristics, holders can strategically manage their cash flow to meet their future obligations and specific needs.

## Strips vs. conventional bonds

Strips are offered on a variety of terms and in respect of a variety of underlying bonds, including government bonds issued by the Government of Canada or provincial, municipal and other government agencies, or a foreign government. CARs and PARs are examples of strips derived from high-quality corporate bonds. Some differences between strips and conventional bonds that you may wish to consider include the following:

- strips are sold at a discount to face value and mature at par, similar to T-bills. Unlike conventional interest-bearing debt securities, strips do not pay interest throughout the term to maturity; rather, the holder is entitled to receive a fixed amount at maturity. The yield or interest earned is the difference between the discounted purchase price and the maturity value; thus, for a given par value, the purchase price for a strip will typically be lower the longer the term to maturity;
- a strip with a longer term to maturity will generally be subject to greater price fluctuations than a strip of the same issuer and yield but with a shorter term to maturity;
- strips typically offer higher yields over T-Bills, GICs and term deposits, and over conventional bonds of the same issuer, term and credit rating;
- the higher yield offered by strips reflects their greater price volatility. Like conventional bonds, the price of a strip is inversely related to its yield. Thus, when prevailing interest rates rise, strip prices fall, and vice versa. However, the rise or fall of strip prices is typically more extreme than with conventional bonds of the same issuer, term and credit rating. The primary reason for this greater volatility is that no interest is paid in respect of a strip bond prior to its maturity;

- unlike conventional bonds that trade in \$1,000 increments, strips may be purchased in \$1 multiples above the minimum investment amount, thereby enabling a holder to purchase a strip for any desired face value amount above the minimum investment amount; and
- strips are less liquid than conventional bonds of the same issuer, term and credit rating: there may not be a secondary market for certain strips and strip bond packages, and there is no requirement or obligation for investment dealers or financial institutions to maintain a secondary market for strips sold by or through them; as a result, purchasers should generally be prepared to hold a strip to maturity, since they may be unable to sell it—or only able to sell it at a significant loss—prior to maturity.

## Dealer mark-ups and commissions

When purchasing or selling a strip bond or a strip bond package, the prospective purchaser or seller should inquire about applicable commissions (mark-ups or mark-downs) when executing the trade through an investment dealer or financial institution, since such commissions will reduce the effective yield (if buying) or the net proceeds (if selling). Investment dealers must make reasonable efforts to ensure the aggregate price, inclusive of any mark-up or mark-down, is fair and reasonable taking into consideration all reasonable factors. Commissions quoted by investment dealers generally range between \$0.25 to \$1.50 per \$100 of maturity amount of the strip, with commissions typically at the higher end of this range for small transaction amounts, reflecting the higher relative costs associated with processing small trades.

The table below illustrates the after-commission yield to a strip holder with different terms to maturity and assuming a before-commission yield of 5.5%. All of the yield numbers are semi-annual. For example, a strip bond with a term to maturity of one year and a commission of 25 cents per \$100 of maturity amount has an after-commission yield of 5.229%. The before-commission cost of this particular strip bond will be \$94.72 per \$100 of maturity amount while the after-commission cost will be \$94.97 per \$100 of maturity amount. In contrast, a strip bond with a term to maturity of 25 years and a commission of \$1.50 per \$100 of maturity amount has an after-commission yield of 5.267%. The before-commission cost of this particular strip bond will be \$25.76 per \$100 of maturity amount while the after-commission cost will be \$27.26 per \$100 of maturity amount.<sup>4</sup>

Commission or dealer mark-up amount (per \$100 of maturity amount)	Term to maturity in years and yield after commission or dealer mark-up (assuming a yield before commission of 5.5%)					
	1	2	5	10	15	25
\$0.25	5.229%	5.357%	5.433%	5.456%	5.462%	5.460%
\$0.75	4.691%	5.073%	5.299%	5.368%	5.385%	5.382%
\$1.50	3.892%	4.650%	5.100%	5.238%	5.272%	5.267%

<sup>3</sup> A bond-like strip bond has payment characteristics resembling a conventional bond, including regular fixed payments and a lump-sum payment at maturity. In contrast, an annuity-like strip bond package provides regular fixed payments but no lump-sum payment at maturity.

<sup>4</sup> The purchase price of a strip bond may be calculated as follows:

Purchase Price = Maturity (Par) Value / (1 + y/2)<sup>2n</sup> where “y” is the applicable yield (before or after commission) and “n” is the number of years until maturity. For example, the purchase price (per \$100 of maturity value) for a strip bond that has a yield of 5.5% and 25 years until maturity is: 100/(1+0.0275)<sup>50</sup> = \$25.76.

Prospective purchasers or sellers of strips should ask their investment dealer or financial institution about the bid and ask prices for strips and may wish to compare the yield to maturity of the strip, calculated after giving effect to any applicable mark-up or commission, against the similarly calculated yield to maturity of a conventional interest bearing debt security.

## Secondary market and liquidity

Strips may be purchased or sold through investment dealers and financial institutions on the “over-the-counter” market rather than on an exchange. Where there is an active secondary market, a strip may be sold by a holder prior to maturity at the prevailing market price in order to realize a capital gain or to access funds. However, liquidity may be limited for certain strip bonds and strip bond packages, and, as noted above, investment dealers and financial institutions are not obligated to maintain a secondary market for strips sold by or through them. **As a result, there can be no assurance that a market for particular strip bonds or strip bond packages will be available at any given time, and investors should generally be prepared to hold strips to maturity or run the risk of taking a loss.**

## Other risk considerations

Potential purchasers of strips should conduct their own research into the term, yield, payment obligations and particular features of a strip prior to purchase. While not an exhaustive list, you may wish to consider some of the following potential risks:

**Credit risk of the issuer** – strips represent a direct payment obligation of the government or corporate issuer, thus any change to an issuer’s credit rating or perceived credit worthiness may affect the market price of a strip, and the impact may be more severe than the impact on conventional bonds of the same issuer.

**Interest rate risk** – if interest rates rise, the market value of a strip will go down, and this drop in market value will typically be more severe than the drop in market value for the corresponding conventional bond from the same issuer for the same term and yield. If interest rates rise above the yield of the strip at the time of purchase, the market value of the strip may fall below the original price of the strip.

**Market and liquidity risk** – strips are not immune to market or liquidity risks and may have specific terms and conditions that apply in the event of a market disruption or liquidity event. If liquidity is low, it may be difficult to sell a strip prior to maturity and there may be large spreads between the bid and ask prices. **There can be no assurance that a market for particular strip bonds or strip bond packages will be available at any given time.**

**Currency risk** – strips may pay out in a currency other than Canadian dollars. Currency fluctuations may enhance, nullify or exacerbate your investment gains or losses.

**Component risk** – you should ensure that you understand and are comfortable with the underlying components, terms, risks and features of a strip bond or strip bond package prior to purchase. For example, strips may be derived from asset-backed securities or callable or retractable bonds, and may have features such as inflation indexation or structured payments.

**Price volatility** – strips are generally subject to greater price volatility than conventional bonds of the same issuer, term and credit rating, and will typically be subject to greater price fluctuations in response to changes to interest rates, credit ratings and liquidity and market events. The table below shows the impact that prevailing interest rates can have on the price of a strip. For example, as indicated in the table below, an increase in interest rates from 6% to 7% will cause the price of a 5 year strip bond with a maturity value of \$100 to fall by 4.73% – a larger percentage drop than for a \$100 5 year traditional bond, whose price would fall only 4.16%, assuming the same increase in interest rates.

## Market price volatility

Bond Type	Market price	Market yield	Price with rate drop to 5%	% price change	Price with rate increase to 7%	% price change
6% 5 Year Bond	\$100.00	6.00%	\$104.38	+4.38%	\$95.84	- 4.16%
5 Year Strip Bond	\$74.41	6.00%	\$78.12	+4.99%	\$70.89	- 4.73%
6% 20 Year Bond	\$100.00	6.00%	\$112.55	+12.55%	\$89.32	-10.68%
20 Year Strip Bond	\$30.66	6.00%	\$37.24	+21.49%	\$25.26	-17.61%

## Custodial arrangements

Due to the high risk of forgery, money laundering and similar illegal activities – and the costs associated with such risks – with physical strips and bearer instruments, most investment dealers and financial institutions will only trade or accept transfer of book-based strips.

CDS Clearing and Depository Services Inc. (“CDS”) provides strip bond services, including book-based custodial services for strips and underlying bonds. Custodian banks or trust companies may also create and take custody of strips that are receipt securities, and may permit holders to obtain a registered certificate or take physical delivery of the underlying coupon(s) or residue(s). However, if the holder decides to take physical delivery, he or she should be aware of the risks, including the risk of lost ownership, associated with holding a bearer security which cannot be replaced. In addition, the holder should be aware that the secondary market for physical strips may be more limited than for book-based strips due to the risks involved. Investors in strip components held by and at CDS are not entitled to a physical certificate if the strips are Book Entry Only.

## Canadian income tax summary

The Canadian income tax consequences of purchasing strip bonds and strip bond packages are complex. Purchasers of strip bonds and strip bond packages should refer questions to the Canada Revenue Agency ([cra-arc.gc.ca](http://cra-arc.gc.ca)) or consult their own tax advisors for advice relating to their particular circumstances.

The following is only a general summary regarding the taxation of strip bonds and strip bond packages under the Income Tax Act (Canada) (the “Tax Act”) for purchasers who are residents of Canada and hold their strip bonds and strip bond packages as capital property for purposes of the Tax Act. The following does not constitute legal advice.

### Qualified investments

Strip bonds and strip bond packages that are issued or guaranteed by the Government of Canada or issued by a province or territory of Canada are “qualified investments” under the Tax Act and are therefore eligible for purchase by trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans, deferred profit sharing plans, registered disability savings plans and tax-free savings accounts (“Registered Plans”). Depending on the circumstances, strip bonds issued by corporations may also be “qualified investments” for Registered Plans.

### Annual taxation of strip bonds

The Canada Revenue Agency takes the position that strip bonds are a “prescribed debt obligation” within the meaning of the Tax Act. Consequently, a purchaser will be required to include in income in each year a notional amount of interest, notwithstanding that no interest will be paid or received in the year. Strips may therefore be more attractive when purchased and held in non-taxable accounts, such as self-directed Registered Plans, pension funds and charities.

In general terms, the amount of notional interest deemed to accrue each year will be determined by using the interest rate which, when applied to the total purchase price (including any dealer mark-up or commission) and compounded at least annually, will result in a cumulative accrual of notional interest from the date of purchase to the date of maturity equal to the amount of the discount from face value at which the strip bond was purchased.

For individuals and certain trusts, the required accrual of notional interest in each year is generally only up to the anniversary date of the issuance of the underlying bond. For example, if a strip bond is purchased on February 1 of a year and the anniversary date of the issuance of the underlying bond is June 30, only five months of notional interest accrual will be required in the year of purchase. However, in each subsequent year, notional interest will be required to be accrued from July 1 of that year to June 30 of the subsequent year (provided that the strip bond is still held on June 30 of the subsequent year).

In some circumstances the anniversary date of the issuance of the underlying bond may not be readily determinable. In these circumstances individual investors may wish to consider accruing notional interest each year to the end of the year instead of to the anniversary date.

A corporation, partnership, unit trust or any trust of which a corporation or partnership is a beneficiary is required for each taxation year to accrue notional interest to the end of the taxation year and not just to an earlier anniversary date in the taxation year.

### Disposition of strip bonds prior to maturity

A purchaser who disposes of a strip bond prior to, or at, maturity, is required to include in the purchaser’s income for the year of disposition notional interest accrued to the date of disposition that was not previously included in the purchaser’s income as interest. If the amount received on a disposition exceeds the total of the purchase price and the amount of all notional interest accrued and included in income, the excess will be treated as a capital gain. If the amount received on disposition is less than the total of the purchase price and the amount of all notional interest accrued and included in income, the difference will be treated as a capital loss.

### Strip bond packages

For tax purposes, a strip bond package is considered a series of separate strip bonds with the income tax consequences as described above applicable to each such component of the strip package. Thus a purchaser of a strip bond package will normally be required to make a calculation in respect of each component of the strip bond package and then aggregate such amounts to determine the notional interest accrued on the strip bond package. As an alternative, in cases where the strip bond package is issued at or near par and is kept intact, the Canada Revenue Agency will accept tax reporting that is consistent with reporting for ordinary bonds (i.e., reported on a T5 tax slip as accrued interest where it is matched by cash flow), including no obligation to report premium or discount amortization where the strip bond package is subsequently traded on the secondary market.



## **WHAT DOES THE CANADIAN INVESTOR PROTECTION FUND DO FOR INVESTORS?**

If you have an account with a member firm, and that firm fails, CIPF works to ensure that any property being held for you by the firm at that time is given back to you, within certain limits. Property can include cash and securities.

To help you get started, a list of the initial steps that you may wish to take if your firm fails is available on CIPF's website at [www.cipf.ca](http://www.cipf.ca).

## What does CIPF cover?

### **CIPF COVERS:**

Missing property – This is property held by a member firm on your behalf that is not returned to you following the firm's insolvency. Missing property can include:

- cash
- securities
- other property described in CIPF's Coverage Policy

A "security" is a type of financial instrument. Some examples of securities are: bonds, GICs (guaranteed investment certificates) and shares or stock of a company. A share or stock is an ownership interest in a company issued by that company. The company or other legal entity that issues the securities is often called the "issuer" of the securities.

### **CIPF DOES NOT COVER:**

Not all losses that may arise are covered by CIPF. For example, CIPF does not cover losses resulting from any of the following:

- a drop in the value of your investments for any reason
- investments that were not suitable for you
- fraudulent or other misrepresentations that were made to you
- misleading information that was given to you
- important information that was not disclosed to you
- poor investment advice
- the insolvency or default of the company or organization that issued your security (the entity that you invested in)
- other exclusions identified in the CIPF Coverage Policy

### **DOES CIPF GUARANTEE THE VALUE OF YOUR INVESTMENT?**

No. CIPF does not guarantee the value of your property.

### **EXAMPLE OF HOW CIPF COVERAGE WORKS**

If you bought one hundred shares of Company X at \$50 per share through a member firm, and the share value on the day of the member firm's insolvency was \$30, CIPF's objective would be to ensure the return of the one hundred shares to you because that's the property in your account at the date of insolvency. If the one hundred shares are not returned to you, CIPF would provide compensation based on the value of the missing shares on the day of the member firm's insolvency. In this example, that's \$30 per share.

### **WHO PAYS FOR THIS COVERAGE AND HOW DO I GET IT?**

You're automatically eligible for coverage if you have an account with a member firm that is used solely for investing in securities or in futures contracts. And because CIPF is funded by its member firms, you do not pay a fee for CIPF protection. Non-residents and non-citizens are eligible for coverage.

# Get CIPF Protection – Invest with an IIROC Regulated Member

## WHO ARE CIPF MEMBER FIRMS?

Member firms are investment dealers that are members of IIROC (Investment Industry Regulatory Organization of Canada). Approximately 170 investment dealers across Canada are CIPF members. Please see CIPF's website for a list.

## WHAT ARE THE COVERAGE LIMITS?

CIPF will provide compensation for the value of the missing property as at the date of insolvency, up to the limits prescribed in the CIPF Coverage Policy.

For an individual holding one or more accounts with a member firm, the limits on CIPF protection are as follows:

- \$1 million for all general accounts combined, plus
- \$1 million for all registered retirement accounts combined, plus
- \$1 million for all registered education savings plans (RESPs) combined.

The limits of coverage for other types of clients are outlined on CIPF's website.

All coverage by CIPF is subject to the terms and conditions of the CIPF Coverage Policy and Claims Procedures.

**CIBC World Markets Inc.**

[www.cibcwoodgundy.com](http://www.cibcwoodgundy.com)

Check the Member Directory on CIPF's website to confirm you are dealing with a member of the Canadian Investor Protection Fund.



Canadian Investor Protection Fund  
100 King Street West, Suite 2610, Box 481  
Toronto, Ontario, Canada M5X 1E5

For more information on CIPF, please visit  
[www.cipf.ca](http://www.cipf.ca) or call toll-free at 1.866.243.6981  
or 416.866.8366 or e-mail: [info@cipf.ca](mailto:info@cipf.ca).

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## 4.12 Canada Deposit Insurance Corporation (CDIC) brochure

The information contained on this page is only applicable to the AAA chequing account which is held at CIBC and is eligible for CDIC coverage. CIBC Wood Gundy is not a CDIC member and unless you are informed to the contrary, cash balances in other non-registered accounts and securities sold are not insured by the CDIC.

April 2023



### Protecting your deposits

Canada Deposit Insurance Corporation (CDIC) is a federal Crown corporation that insures more than \$1 trillion in deposits held in member institutions. CDIC is fully funded by our members and coverage is free and automatic - you don't have to sign up.

CDIC protects eligible deposits in Canadian and foreign currency for up to \$100,000 (Canadian dollars) in each of CDIC's insurance categories.

#### What's covered?

- Deposits in Canadian or foreign currency (including via payroll, Interac e-transfer, or cheque)
- Guaranteed Investment Certificates (GICs)
- Other term deposits

#### What's not covered?

- Mutual funds
- Stocks and bonds
- Exchange Traded Funds (ETFs)
- Cryptocurrencies

**Example:** Jane Doe has placed the following funds at a CDIC member institution. Here's what does ✓ and does not ✗ qualify for CDIC coverage:

\$ 40,000 in a GIC ✓  
\$ 25,000 in a savings account ✓  
\$ 25,000 in a chequing account ✓  
\$ 130,000 in mutual funds ✗  
.....  
\$220,000 = Total Portfolio  
\$ 90,000 = Total Eligible Deposits  
\$ 90,000 = Total Deposits Protected by CDIC

Jane's GIC, savings and chequing accounts are in her name only and all qualify for CDIC coverage within the same coverage category (deposits held in one name). As a result, total amounts in these accounts are combined and are insured for up to a total of \$100,000 in the event of a member institution's failure.

### A word about financial service providers, products and deposit protection

CDIC deposit insurance may be available for eligible financial products offered by a CDIC member, another financial institution, a broker, a third-party financial service provider (for example, a financial technology company), or other providers. To find out if your deposits are protected by CDIC, speak to your financial service provider.

#### What happens if a CDIC member fails?

In the unlikely event of failure of a CDIC member institution, CDIC provides access to insured funds (including interest) within days. It's automatic - we will contact you.

#### What you can do

- Know what is covered and what is not
- Keep your address, phone number and email up-to-date at your financial institution
- Ask your broker or financial advisor about CDIC's rules for deposits held in trust including keeping up-to-date beneficiary information

#### Want to know more?

Visit our website

[cdic.ca](http://cdic.ca)

Call us

1-800-461-2342

Follow us



This document contains general information and is not intended as legal or financial advice.



### 4.13 Referral disclosure statement

CIBC Wood Gundy (a division of CIBC World Markets Inc.) and CIBC Private Investment Counsel (a division of CIBC Asset Management Inc.), CIBC Asset Management Inc. – Institutional Advisory Group, CIBC Investor’s Edge (a division of CIBC Investor Services Inc.), CIBC Trust Corporation, Canadian Imperial Bank of Commerce (“CIBC”), CIBC Bank and Trust Company (Cayman) Limited, CIBC Trust Company (Bahamas) Limited, CIBC Commercial Banking Mid-Market Investment Banking, CIBC Mortgages, FirstCaribbean International Bank (Bahamas) Limited, CIBC National Trust Company and CIBC Private Wealth Advisors, Inc. (the “Participants”) have entered into referral arrangements (the “Referral Arrangements”). The purpose of the Referral Arrangements is to facilitate referrals between the Participants when a particular Participant identifies a client or prospective client need that can be met by another Participant.

The Participant making the referral (the “Referring Party”) will receive a benefit (plus applicable taxes if required) as described

below (the “Referral Fee”) or the Participant receiving the referral (the “Receiving Party”) will provide a Referral Fee for a successful referral of such a client or prospective client (the “Referred Client”). Clients and prospective clients do not pay any fee for a referral. Where indicated below, the Participant representative who initiated the referral (the “Referring Individual”) may also receive a Referral Fee. Alternatively, referrals may be considered in assessing the overall performance of the Referring Individual’s, and/or be included in calculating a Referring Individual’s overall sales/revenues. If so, referrals may contribute to discretionary bonuses and/or annual gross commissions earned and applicable commission rates. For additional information about referrals, please consult with your Investment Advisor or Portfolio Manager.

While we expect that all referrals will be in the best interests of clients and prospective clients, this disclosure is being provided to you in order to address any potential conflict of interest as a result of the fact that the Referring Party will receive a fee for referring you.

#### CIBC Wood Gundy, a division of CIBC World Markets Inc. (“WG”)

Services that may be provided	<ul style="list-style-type: none"> <li>• Broker-dealer services</li> <li>• Discretionary portfolio management services</li> <li>• Non-discretionary portfolio advisory services</li> </ul>
Category(ies) registration	<ul style="list-style-type: none"> <li>• Investment dealer in all provinces and territories; member of the Investment Industry Regulatory Organization of Canada (IIROC).</li> </ul>
Activities permitted under registration	<ul style="list-style-type: none"> <li>• Trading</li> <li>• Advising, including discretionary account management and securities investment services</li> </ul>
Activities not permitted under registration	<ul style="list-style-type: none"> <li>• Investment fund management.</li> </ul>
Referral fee paid to referring party & referring individual (where specified)	<ul style="list-style-type: none"> <li>• 30% of Fees earned by WG on Referred Assets in the first year after account opening;</li> <li>• Every year thereafter, 10% of Fees earned by WG on Referred Assets.</li> </ul> <p>“Fees” means all fee-based and transactional charges (including commissions) in respect of assets held in a WG client account and levied on such account (but excluding trailers, structured trailers, insurance fees and commissions, WG Asset Advantage Account (AAA) Fees, solicitation and IA invoiced consultation fees, registered plan fees and any payment involving manual cheques), net of any taxes and any investment management fees payable by WG to investment managers. Commissions vary depending upon a number of factors, including the type, number and price of securities traded; applicable surcharges and how the trade is effected (through a domestic or foreign exchange), and are subject to change from time to time. Please refer to the <i>CIBC Wood Gundy Fee Schedule</i>, the <i>CIBC Wood Gundy Details of Commissions Charges Schedule</i> and/or your <i>WG Account Agreement for all such Fees</i>.</p> <p>“Referred Assets” means all assets managed, administered or otherwise serviced as a direct result of referring the Referred Client to the Receiving Party, including external assets consolidated by the Receiving Party and additional accounts opened with the Receiving Party by members of the same household or organization as the Referred Client.</p>

## CIBC Private Investment Counsel, a division of CIBC Asset Management Inc. (CPIC)

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Services that may be provided	<ul style="list-style-type: none"><li>Discretionary portfolio management services</li></ul>
Category(ies) registration	<ul style="list-style-type: none"><li>Portfolio manager in all provinces and territories;</li><li>Financial Planning in Quebec, under Autorité des Marchés Financiers.</li></ul>
Activities permitted under registration	<ul style="list-style-type: none"><li>Advising, including discretionary account management and securities investment services</li></ul>
Activities not permitted under registration	<ul style="list-style-type: none"><li>Trading in non-proprietary products;</li><li>Investment fund management.</li></ul>
Referral fee paid to referring party & referring individual (where specified)	<ul style="list-style-type: none"><li>30% of Fees earned by CPIC on Referred Assets in the first year after account opening;</li><li>Every year thereafter, 10% of Fees earned by CPIC on Referred Assets.</li></ul> <p>“Fees” means all gross fee-based or transactional charges levied on the account (on a pre-tax basis). Please refer to CIBC Private Investment Counsel Inc. Fee Schedule for all such Fees.</p> <p>“Referred Assets” means all assets managed, administered or otherwise serviced as a direct result of referring the Referred Client to the Receiving Party, including external assets consolidated by the Receiving Party and additional accounts opened with the Receiving Party by members of the same household or organization as the Referred Client.</p>

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## CIBC Asset Management Inc. – Institutional Advisory Group (“CAMI-IAG”)

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Services that may be provided	<ul style="list-style-type: none"><li>Discretionary portfolio management services</li><li>(CAMI-IAG may engage in trading in CIBC Pooled Funds, Imperial Pools and Class O Renaissance Funds in relation to the provision of these services)</li><li>Non-discretionary portfolio advisory services</li><li>(CAMI-IAG may engage in trading in CIBC Pooled Funds, Imperial Pools and Class O Renaissance Funds in relation to the provision of these services)</li></ul>
Category(ies) registration	<ul style="list-style-type: none"><li>Portfolio manager in all provinces and territories</li><li>CAMI-IAG has obtained exemptive relief from the requirement to register as exempt market dealer in all provinces and territories in regards to CIBC Pooled Funds, Imperial Pools and Class O Renaissance Funds</li><li>Investment fund manager with respect to the CIBC Pooled Funds in Ontario and Quebec</li><li>Commodity trading manager in Ontario</li><li>Derivatives portfolio manager in Quebec</li><li>Investment advisor with the US Securities Exchange Commission</li></ul>
Activities permitted under registration	<ul style="list-style-type: none"><li>Advising, including discretionary account management and securities investment services</li><li>Investment fund management</li></ul>
Activities not permitted under registration	<ul style="list-style-type: none"><li>Trading (other than trades in CIBC Pooled Funds, Imperial Pools and Class O Renaissance Funds under the terms of the exemptive relief obtained from the requirement to register as exempt market dealer in all provinces and territories)</li></ul>
Referral fee paid to referring party & referring individual (where specified)	<ul style="list-style-type: none"><li>30% of Fees earned by CAMI-IAG on Referred Assets in the first year after account opening.</li><li>“Fees” means all gross fee-based or transactional charges levied on the account (on a pre-tax basis). Please refer to CIBC Private Investment Counsel Inc. Fee Schedule for all such Fees.</li><li>“Referred Assets” means all assets managed, administered or otherwise serviced as a direct result of referring the Referred Client to the Receiving Party, including external assets consolidated by the Receiving Party and additional accounts opened with the Receiving Party by members of the same household or organization as the Referred Client.</li></ul>

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## CIBC Investor's Edge, a division of CIBC Investor Services Inc. ("IE")

Services that may be provided	<ul style="list-style-type: none"> <li>Self-directed/ discount broker-dealer services</li> </ul>
Category(ies) registration	<ul style="list-style-type: none"> <li>Investment dealer in all provinces and territories; member of the Investment Industry Regulatory Organization of Canada (IIROC)</li> </ul>
Activities permitted under registration	<ul style="list-style-type: none"> <li>Trading</li> </ul>
Activities not permitted under registration	<ul style="list-style-type: none"> <li>Advising</li> <li>Investment fund management</li> </ul>
Referral fee paid to referring party & referring individual (where specified)	<ul style="list-style-type: none"> <li>\$150 for each CIBC Investor's Edge account opened;</li> <li>An additional \$100 if, six months after the account was opened, the account balance is greater than or equal to \$50,000;</li> <li>Plus, 5% of commissions generated in the CIBC Investor's Edge account every year. Commissions vary depending upon the service package purchased; the type, number and price of securities traded; how the trade is effected (online or through a CIBC Investor's Edge Investment Representative; through a domestic or foreign exchange), and are subject to change from time to time.</li> </ul> <p>Please refer to the <i>CIBC Investor's Edge Commissions and Fees Schedule</i> or contact an IE Investment Representative for more information about commission rates.</p>

## CIBC Trust Corporation – Trusts & Estates Services ("CIBC Trust – T&E Services")

Services that may be provided	<ul style="list-style-type: none"> <li>Trust and estates services</li> </ul>
Category(ies) registration	<ul style="list-style-type: none"> <li>Portfolio manager in all provinces and territories;</li> <li>(except Ontario and Newfoundland &amp; Labrador pursuant to an exemption from registration for financial intermediaries)</li> <li>CIBC Trust has relief from the requirement to register as exempt market dealer in all provinces and territories.</li> </ul>
Activities permitted under registration	<ul style="list-style-type: none"> <li>Advising, including discretionary account management and securities investment services</li> </ul> <p>Note that referrals involving CIBC Trust only relate to the provision of Trusts &amp; Estates Services, which do not require registration under securities regulations</p>
Activities not permitted under registration	<ul style="list-style-type: none"> <li>Trading (other than trades in Imperial Pools under the terms of the exemptive relief obtained from the requirement to register as exempt market dealer in all provinces and territories)</li> </ul>
Referral fee paid to referring party & referring individual (where specified)	<p><b>One-time CIBC Trust Fees</b> (including Estate Administration Fees, Power of Attorney Set-up Fees, and Trust Set-up Fees)</p> <ul style="list-style-type: none"> <li>20% of fees collected by CIBC Trust once CIBC Trust begins to act under the appointment</li> </ul> <p><b>Ongoing CIBC Trust Fees</b> (including Power of Attorney Administration Fees and Trust Administration Fees)</p> <ul style="list-style-type: none"> <li>30% of Fees collected by CIBC Trust on Referred Business in the first year after account opening;</li> <li>Every year thereafter, 10% of Fees collected by CIBC Trust on Referred Business;</li> <li>For referrals from CIBC Wood Gundy, if the Referred Business assets are custodied at CIBC Wood Gundy then no referral payments for Ongoing CIBC Trust Fees will be paid.</li> </ul> <p>"Fees" means all gross fee-based or transactional charges levied on a client account (on a pre-tax basis). Please refer to the following CIBC Trust Compensation Agreements for all such Fees: <i>Compensation Agreement – Estate Administration, Compensation Agreement – Power of Attorney Administration, Compensation Agreement – Trust Administration, Compensation Agreement – Liquidator + Mandatary (Quebec), Compensation Agreement – Liquidator (Quebec), Quebec Estate Agency Fee Schedule, Quebec Trust Agency Fee Schedule.</i></p> <p>"Referred Business" means all new business acquired by the Receiving Party as a direct result of referring the Referred Client to the Receiving Party, including assets managed, administered or otherwise serviced, external assets consolidated by the Receiving Party and additional accounts opened with the Receiving Party by members of the same household or organization as the Referred Client.</p>

## Canadian Imperial Bank of Commerce (except for MMIB) (“CIBC”)

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Services that may be provided	<ul style="list-style-type: none"><li>Banking and credit products and services</li><li>GICs</li><li>Mortgage products</li><li>Enrollment services for credit insurance products</li></ul>
Category(ies) registration	<ul style="list-style-type: none"><li>Investment Fund Manager</li></ul> <p><b>Note:</b> Investment products and services are provided by CIBC Securities Inc. (CIBC SI), a mutual fund dealer licensed by the Mutual Fund Dealers Association of Canada (MFDA), and by CIBC Investor Services Inc. (CIBC ISI), an investment dealer licensed by the Investment Industry Regulatory Organization of Canada (IIROC).</p>
Activities permitted under registration	<ul style="list-style-type: none"><li>May not engage in any registrable activities other than fund management</li></ul> <p><b>Note:</b> CIBC SI may only engage in mutual fund trading; CIBC ISI may only engage in trading and advising activities.</p>
Activities not permitted under registration	<ul style="list-style-type: none"><li>Advising</li><li>Trading</li></ul> <p><b>Note:</b> CIBC SI may not engage in advising, investment fund management or trading activities (other than mutual fund trading); CIBC ISI may not engage in investment fund management activities.</p>
Referral fee paid to referring party & referring individual (where specified)	<p><b>All Products &amp; Services* Except Residential Mortgages:</b></p> <ul style="list-style-type: none"><li>30% of the Commission Value of the Referred Business in the first year after account opening;</li><li>Every year thereafter, 10% of the Commission Value of the Referred Business.</li></ul> <p>“<b>Commission Value</b>” means the internal commission and/or trailer value assigned by CIBC and credited to CIBC employees for various sales and service activities. As commission and trailer values vary depending upon a number of factors, including the type of product, interest rate and term; the type of service used and service fees paid; and the amount of funds advanced or drawn, and are subject to change from time to time, please contact your CIBC Financial Advisor or a CIBC representative for more information.</p> <p>“<b>Referred Business</b>” means all new business acquired by the Receiving Party as a direct result of referring the Referred Client to the Receiving Party, including assets managed, administered or otherwise serviced, external assets consolidated by the Receiving Party and additional accounts opened with the Receiving Party by members of the same household or organization as the Referred Client.</p> <p>Note that mutual fund products are provided by CIBC SI.</p> <p>CIBC, CIBC SI and CIBC ISI representatives’ annual compensation takes into account referrals among the CIBC Group.</p> <p><b>Residential Mortgages:</b></p> <p>Where permitted by federal and provincial legislation:</p> <ul style="list-style-type: none"><li>a one-time Referral Fee of 25 basis points for new, open residential mortgage products and additional funds on refinanced open mortgages;</li><li>a one-time Referral Fee of 35 basis points for new, closed mortgage products and additional funds on refinanced closed mortgages.</li></ul> <p>The Referral Fee is calculated on the loan amount, or incremental increase for re-financings, accepted by the Referred Client.</p> <p>No Referral Fee is payable in respect of ports (i.e., transfers of existing mortgages from one home to another), renewals, conversions (i.e., converting an existing mortgage from one mortgage product to another) or straight refinances of residential mortgages where no additional funds are extended.</p> <p>Regarding referrals from WG, subject to certain conditions, WG may remit in cash or deferred equity the Referral Fee WG receives to the WG Referring Individual.</p>

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## CIBC Bank and Trust Company (Cayman) Limited (“CIBC Cayman”)

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Services that may be provided	<ul style="list-style-type: none"><li>• Banking products and services</li><li>• Trust services</li><li>• Investment services</li></ul>
Category(ies) registration	<ul style="list-style-type: none"><li>• Not a Canadian securities registrant</li></ul>
Activities permitted under registration	<ul style="list-style-type: none"><li>• May not engage in any registrable activities in Canada</li></ul>
Activities not permitted under registration	<ul style="list-style-type: none"><li>• May not engage in any registrable activities in Canada</li></ul>
Referral fee paid to referring party & referring individual (where specified)	<ul style="list-style-type: none"><li>• 30% of the set-up and annual fees levied on the Referred Client’s account and received by CIBC Cayman in the first year after account opening;</li><li>• Every year thereafter, 10% of the annual fee levied on the Referred Client’s account and received by CIBC Cayman.</li></ul> <p>Please refer to the <i>CIBC Private Wealth Management Schedule of Fees Standard Terms and Conditions for CIBC Cayman</i> for the set-up and annual fees.</p>

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## CIBC Trust Company (Bahamas) Limited (“CIBC Bahamas”)

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Services that may be provided	<ul style="list-style-type: none"><li>• Trust and company administration services</li><li>• Mutual fund administration services</li><li>• Bank and trust company management of banks</li><li>• Discretionary investment services</li></ul>
Category(ies) registration	<ul style="list-style-type: none"><li>• Not a Canadian securities registrant</li></ul>
Activities permitted under registration	<ul style="list-style-type: none"><li>• May not engage in any registrable activities in Canada</li></ul>
Activities not permitted under registration	<ul style="list-style-type: none"><li>• May not engage in any registrable activities in Canada</li></ul>
Referral fee paid to referring party & referring individual (where specified)	<ul style="list-style-type: none"><li>• 30% of the set-up and annual fees levied on the Referred Client’s account and received by CIBC Bahamas in the first year after account opening;</li><li>• Every year thereafter, 10% of the annual fee levied on the Referred Client’s account and received by CIBC Bahamas.</li></ul> <p>Please refer to the <i>CIBC Private Wealth Management Schedule of Fees Standard Terms and Conditions for CIBC Bahamas</i> for the set-up and annual fees.</p>

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## CIBC Commercial Banking Mid-Market Investment Banking (“MMIB”)

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Services that may be provided	<ul style="list-style-type: none"><li>• Financial advisory services to mid-market institutional clients in connection with merger, acquisition and divestiture transactions</li></ul>
Category(ies) registration	<ul style="list-style-type: none"><li>• Not a securities registrant</li></ul>
Activities permitted under registration	<ul style="list-style-type: none"><li>• May not engage in any registrable activities</li></ul>
Activities not permitted under registration	<ul style="list-style-type: none"><li>• May not engage in any registrable activities</li></ul>
Referral fee paid to referring party & referring individual (where specified)	<ul style="list-style-type: none"><li>• One-time fee of 10% of the value of the success fee. (i.e., the fee paid upon successful closing of a merger, acquisition or divestiture transaction)</li></ul>

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## CIBC Residential Mortgages (eMortgages) and Commercial Mortgages (Business Banking) (together, "CIBC Mortgages")

Services that may be provided	<ul style="list-style-type: none"> <li>• Mortgage products</li> </ul>
Category(ies) registration	<ul style="list-style-type: none"> <li>• Not a securities registrant</li> </ul>
Activities permitted under registration	<ul style="list-style-type: none"> <li>• May not engage in any registrable activities</li> </ul>
Activities not permitted under registration	<ul style="list-style-type: none"> <li>• May not engage in any registrable activities</li> </ul>
Referral fee paid to referring party & referring individual (where specified)	<p><b>Residential Mortgages:</b> Where permitted by federal and provincial legislation:</p> <ul style="list-style-type: none"> <li>• a one-time Referral Fee of 25 basis points for new, open mortgage products and additional funds on refinanced open mortgages;</li> <li>• a one-time Referral Fee of 35 basis points for new, closed mortgage products and additional funds on refinanced closed mortgages.</li> </ul> <p>The Referral Fee is calculated on the loan amount, or for incremental increase for re-financings, accepted by the Referred Client. No Referral Fee is payable in respect of ports (i.e., transfers of existing mortgages from one home to another), renewals, conversions (i.e., converting an existing mortgage from one mortgage product to another) or straight refinances of residential mortgages where no additional funds are extended. Subject to certain conditions, WG may remit in cash or deferred equity the Referral Fee WG receives to the WG Referring Individual.</p> <p><b>Commercial Non-CMHC Insured Mortgages:</b></p> <ul style="list-style-type: none"> <li>• a one-time Referral Fee of 50 basis points of the funded loan amount for the first \$1,000,000;</li> <li>• an additional one-time Referral Fee of 25 basis points of additional amounts from \$1,000,001 to and including \$5,000,000;</li> <li>• an additional one-time Referral Fee of 10 basis points of additional amounts from \$5,000,001 to and including, \$10,000,000</li> </ul> <p>The Referral Fee for mortgages in excess of \$10,000,000 will be subject to negotiation between CIBC Mortgages and WG - please contact your WG Investment Advisor for more information.</p> <p><b>Example:</b> Mortgage Amount: \$8,500,000 \$1,000,000 @ .0050 = \$ 5,000 \$4,000,000 @ .0025 = \$10,000 \$3,500,000 @ .0010 = \$ 3,500 Total Referral Fee = \$18,500</p>

## FirstCaribbean International Bank (Bahamas) Limited ("FCIB Bahamas")

Services that may be provided	<ul style="list-style-type: none"> <li>• Banking and credit products and services</li> <li>• Mortgage products</li> <li>• Investment services</li> </ul>
Category(ies) registration	<ul style="list-style-type: none"> <li>• Not a Canadian securities registrant</li> </ul>
Activities permitted under registration	<ul style="list-style-type: none"> <li>• May not engage in any registrable activities in Canada</li> </ul>
Activities not permitted under registration	<ul style="list-style-type: none"> <li>• May not engage in any registrable activities in Canada</li> </ul>
Referral fee paid to referring party & referring individual (where specified)	<ul style="list-style-type: none"> <li>• N/A - FCIB Bahamas makes referrals to WG, but does not receive referrals from WG</li> </ul>

## CIBC National Trust Company and CIBC Private Wealth Advisors, Inc.

Services that may be provided	<ul style="list-style-type: none"><li>Trust services</li><li>Investment services</li></ul>
Category(ies) registration	<ul style="list-style-type: none"><li>Not a Canadian securities registrant</li></ul>
Activities permitted under registration	<ul style="list-style-type: none"><li>May not engage in any registrable activities in Canada</li></ul>
Activities not permitted under registration	<ul style="list-style-type: none"><li>May not engage in any registrable activities in Canada</li></ul>
Referral fee paid to referring party & referring individual (where specified)	<p>Where the Receiving Party is CIBC National Trust Company:</p> <ul style="list-style-type: none"><li>30% of Fees earned by CIBC National Trust Company on Referred Assets in the first year after account opening;</li><li>Every year thereafter until the account is closed, but up to a maximum of 10 years, 10% of annual Fees earned by Atlantic Trust on Referred Business.</li></ul> <p>“Fees” means all gross fee-based or transactional charges levied on a client account (on a pre-tax basis). Please refer to the fee schedule for all such Fees.</p> <p>“Referred Business” means all new business acquired by the Receiving Party as a direct result of referring the Referred Client to the Receiving Party, including assets managed, administered or otherwise serviced, external assets consolidated by the Receiving Party and additional accounts opened with the Receiving Party by members of the same household or organization as the Referred Client.</p> <p>Where the Receiving Party is CIBC Private Wealth Advisors, Inc.</p> <ul style="list-style-type: none"><li>50% of Fees earned by CIBC Private Wealth Advisors, Inc. on Referred Assets for three years.</li></ul> <p>“Fees” means all gross fee-based or transactional charges levied on a client account (on a pre-tax basis). Please refer to the fee schedule for all such Fees</p> <p>“Referred Assets” means all new business acquired by the Receiving Party as a direct result of referring the Referred Client to the Receiving Party, including assets managed, administered or otherwise serviced, external assets consolidated by the Receiving Party and additional accounts opened with the Receiving Party by members of the same household or organization as the Referred Client.</p>

### Acknowledgements:

You acknowledge receipt and understanding of the above referral disclosure, and further confirm your understanding and where applicable represent to the Referring Party and the Receiving Party that:

- If you consent to a referral, we may disclose Information about you to the Receiving Party in order to make the referral and allow for the ongoing administration of the referral. The word “Information” means financial and financially related information about you, including information to identify you or qualify you for products and services, or information needed for regulatory requirements.
- All activity requiring registration resulting from the Referral Arrangement will be provided by the Receiving Party or outsourced to a party duly licensed or registered to carry on such activity.
- The Referring Party does not have authority to make any commitments for or on behalf of the Receiving Party; you will deal directly with the Receiving Party in respect of any products or services the Receiving Party may provide to you.
- The Referring Party and its employees and officers are not and will not be deemed to be agents, employees or representatives of the Receiving Party, and the Receiving Party is not responsible for any acts, omissions, statements or negligence of the Referring Party or any employee or officer of the Referring Party.
- Referral Fees are paid by the Receiving Party and may change from time to time.
- You are under no obligation to purchase any product or service of the Receiving Party.

CIBC Private Wealth consists of services provided by CIBC and certain of its subsidiaries, including CIBC Wood Gundy, a division of CIBC World Markets Inc. Insurance services are available through CIBC Wood Gundy Financial Services Inc. In Quebec, insurance services are available through CIBC Wood Gundy Financial Services (Quebec) Inc.

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