



## Locked-In Retirement Savings Plan Amending Agreement Federal Pension Legislation

Locked-in RSP Account number

You, \_\_\_\_\_ (the "Annuitant"), are entitled to pension monies which  
(print name of Annuitant)

are governed by the Federal Pension Laws and wish to transfer Your pension monies into a Locked-in Retirement Savings Plan ("Locked-in RSP") as identified below:

**Check one only:**

- CIBC Deposit Locked-in RSP<sup>1</sup>
- CIBC Securities Inc. Mutual Fund Locked-in RSP<sup>2</sup>
- CIBC Personal Portfolio Services Locked-in RSP (CIBC SI)<sup>2</sup>
- CIBC Personal Portfolio Services Locked-in RSP (CIBC ISI)<sup>2</sup>
- CIBC Imperial Investor Service Locked-in RSP<sup>2</sup>
- CIBC Investor's Edge Locked-in RSP<sup>2</sup>
- CIBC Wood Gundy Locked-in RSP<sup>2</sup>
- CIBC Trust Locked-in RSP<sup>2</sup>

<sup>1</sup> Issued by the Canadian Imperial Bank of Commerce (the "Issuer")

<sup>2</sup> Issued by CIBC Trust Corporation (the "Issuer").

To that end, You have signed the applicable RRSP Application Form agreeing to be bound by it and the terms of the retirement savings plan agreement or declaration of trust that governs the RRSP ("**Plan Document**") and you agree to the terms of this Agreement. Unless otherwise defined elsewhere in it, all capitalized words in this Agreement have the meaning set out at the end of this Agreement.

**You, the Annuitant, certify that:**

**Check one only:**

- You are a "**Pension Plan Member**" (meaning that You were a member of the Pension Plan from which the Locked-In Funds in this Locked-In RSP originated).
- You are a "**Non-Pension Plan Member**", meaning that You obtained the Locked-In Funds
  - under a division of property after a breakdown of a spousal/common-law partner relationship with a Pension Plan Member; or
  - as a Survivor of a Pension Plan Member and received the Locked-In Funds in this Locked-In RSP as a Survivor death benefit.

You understand that if you are a Pension Plan Member, as certified above, the death benefit provision governing this Locked-in RSP will require the Issuer upon your death to pay the Locked-In RSP proceeds to your Survivor as defined in this Agreement.

By signing below, you acknowledge that you have read, understand and agree that the following terms and conditions govern the funds held under this Locked-in RSP.

Date (mmm/dd/yyyy)	Name of Annuitant	X <div style="border: 1px solid black; width: 100%; height: 40px; margin: 5px 0;"></div> Signature of Annuitant (sign within box)
Date (mmm/dd/yyyy)	Name of Authorized Representative of the Issuer	X <div style="border: 1px solid black; width: 100%; height: 40px; margin: 5px 0;"></div> Signature of Authorized Representative of the Issuer (sign within box)

## Locked-In Retirement Savings Plan Amending Agreement - Federal Pension Legislation

### General Terms and Provisions

#### 1. Restrictions on Transfers Out and Withdrawals from this Locked-In RSP

Locked-In Funds may be transferred out or withdrawn from this Locked-In RSP during Your lifetime only as follows:

- a) to be transferred to a Pension Plan or a plan referred to in subsection 26(5) of the Federal Pension Act;
- b) to be transferred to another Locked-In RSP;
- c) to be transferred to a LIF or to a Restricted LIF;
- d) as a withdrawal which is in accordance with section 2 of this Agreement; or
- e) to purchase an Annuity.

As well, all transfers out and withdrawals are subject to the restrictions, if any, imposed by the investment options in which the Locked-In Funds are held. The transfer may be effected by transferring out any or all identifiable and transferable securities held in the Locked-In RSP, if You wish and We agree.

#### 2. Withdrawals

Withdrawals will be permitted from this Locked-In RSP in the following cases only, provided all requirements are met, including that You provide Us with all documentation required by the Federal Pension Laws and/or that We may request. In considering Your request, We are entitled to rely fully upon the information (including any attestations, certifications or other statements) set out in the documentation You provide. Your request constitutes authorization to Us to pay the Locked-In Funds to You or as You direct in accordance with the Federal Pension Laws.:

- a) **Small Plans if Age 55 or Over:** You may request the withdrawal of all of the Locked-In Funds, or the transfer of all of the Locked-In Funds to an RRSP or RRIF that is not locked-in under the Federal Pension Laws, if:
  - i) During the Year of Your request, You turn age 55 or older;
  - ii) You certify that the total value of the following owned by You:
    - A. all LIFs, Restricted LIFs, Locked-In RSPs and Restricted LSPs; and
    - B. all life income funds, restricted life income funds, locked-in RSPs and restricted RSPs governed by the *Pooled Registered Pension Plan Act* (Canada),  
is less than or equal to 50% of the Year's Maximum Pensionable Earnings for the current Year; and
  - iii) You provide Us with a completed copy of.
    - A. the Attestation Regarding Spouse/Common-law Partner (Form 2 in Schedule V under the Federal Pension Regulations); and
    - B. the Attestation of Total Amount Held in Federally Regulated Locked-In Plans (Form 3 in Schedule V under the Federal Pension Regulations); and/or
    - C. any other form that may be required by the Federal Pension Regulations from time to time.
- b) **Withdrawal due to Non-Residency:** You may request the withdrawal of any of the Locked-In Funds, or the transfer of any of the Locked-In Funds to an RRSP or RRIF that is not locked-in under the Federal Pension Laws, if You cease to be a resident of Canada for at least two consecutive Years. (You are deemed to be a resident of Canada throughout a Year if You have sojourned in Canada during the Year for a period of, or periods the total of which is, 183 days or more.) Your request must be accompanied by a written certification to this effect to Our satisfaction along with any other supporting documents that We deem necessary.
- c) **Withdrawal due to Shortened Life Expectancy:** You may request the withdrawal of all of the Locked-In Funds, or the transfer of all of the Locked-In Funds to an RRSP or RRIF that is not locked-in under the Federal Pension Laws, if a physician certifies in writing acceptable to Us that, owing to Your mental or physical disability, Your life expectancy is likely to be shortened considerably.
- d) **Financial Hardship due to Medical or Disability-Related Expenditures and/or Low Income:** You may withdraw an amount from this Locked-In RSP up to the lesser of:
  - i) The amount determined by the formula set out below in this paragraph 2(c) (being the total of M plus N); and
  - ii) 50% of the Year's Maximum Pensionable Earnings minus any amount withdrawn in the same Year under paragraph 20(1)(d) of the Federal Pension Regulations (i.e., meaning from any Locked-In RSP, including this Locked-In RSP) or under paragraph 20.1(1)(m), 20.2(1)(e) or 20.3(1)(m) of the Federal Pension Regulations;

### Locked-In Retirement Savings Plan Amending Agreement - Federal Pension Legislation

if these three conditions are met:

- A. You certify that You have not made a withdrawal in the same Year under paragraph 20(1)(d) of the Federal Pension Regulations (i.e., meaning from any Locked-In RSP, including this Locked-In RSP) or under paragraph 20.1(1)(m), 20.2(1)(e) or 20.3(1)(m) of the Federal Pension Regulations, other than within the last 30 days before this certification;
- B. if, in the event that the value of M in the formula is greater than zero;
  - You certify that You expect to make expenditures on medical or disability-related treatment or adaptive technology for the Year in excess of 20% of Your total expected income for that Year determined in accordance with the Tax Act, excluding withdrawals in the Year under paragraph 20(1)(d) of the Federal Pension Regulations (i.e., meaning from any Locked-In RSP, including this Locked-In RSP) or under paragraph 20.1(1)(m), 20.2(1)(e) or 20.3(1)(m) of the Federal Pension Regulations; and
  - a physician certifies in writing that such medical or disability-related treatment or adaptive technology is required; and
- C. You give Us a copy of Form 1 and Form 2 of Schedule V under the Federal Pension Regulations and/or any other Form that may be required by the Federal Pension Regulations from time to time.

The formula is  $M + N$ , where:

M is the total amount of the expenditures that You expect to make on medical or disability-related treatment or adaptive technology for the Year; and

N is the greater of zero and the amount determined by the formula  $P - Q$ , where:

P is 50% of the Year's Maximum Pensionable Earnings; and

Q is two thirds of Your total expected income for the Year determined in accordance with the Tax Act, excluding any withdrawals in the Year under paragraph 20(1)(d), 20.1(1)(m), 20.2(1)(e) or 20.3(1)(m) of the Federal Pension Regulations.

### 3. Withdrawal After Death of Annuitant

- a) **If the Annuitant was a Pension Plan Member:** If You were a Pension Plan Member and You die before the Locked-In Funds are used to purchase an Annuity We will pay the Locked-In Funds:
  - i) to Your Survivor, if You have a Survivor at the date of death by:
    - A. transferring the Locked-In Funds to a Pension Plan or a plan referred to in subsection 26(5) of the Federal Pension Act, ;
    - B. transferring the Locked-In Funds to another Locked-In RSP;
    - C. transferring the Locked-In Funds to a LIF or to a Restricted LIF; or
    - D. using the Locked-In Funds to purchase an Annuity.
  - ii) if paragraph (i) does not apply, to the beneficiary(ies) designated by You in accordance with the RRSP Application Form and Plan Document; or
  - iii) if paragraph (i) does not apply and You did not designate a beneficiary, to Your estate.Before We make any payment after Your death, We are entitled to receive, in a form acceptable to Us:
  - iv) evidence as to whether or not You had a Survivor at the date of Your death;
  - v) if there was a Survivor on that date, the Survivor's name; and
  - vi) any other documents We may require in accordance with the Plan Document.
- b) **Where Annuitant is Non-Pension Plan Member:** If You are a Non-Pension Plan Member as indicated on the first page of this Agreement, and You die before the Locked-In Funds are used to purchase an Annuity, then subsection 3(a) above does not apply. Instead, We will administer the Locked-In Funds in accordance with the terms of the Plan Document.

### 4. Miscellaneous

- a) **Locked-In Funds:** No funds or other property may be transferred into this Locked-In RSP unless they are locked in under the Federal Pension Laws.
- b) **Differentiation on the Basis of Gender:** The Federal Pension Laws say that if all or part of the commuted value of Your pension monies that has been transferred into this Locked-in RSP was determined in a manner that did not differentiate on the basis of Your sex, then, if the Locked-In Funds are used to purchase an Annuity, the Annuity cannot differentiate on that basis, either. You have provided Us with the written confirmation of the administrator of Your Pension Plan as to whether the commuted value was so determined. That written confirmation is attached to, and forms a part of, this Agreement.

**Locked-In Retirement Savings Plan Amending Agreement - Federal Pension Legislation**

- c) **Amendments:** We may amend this Agreement at any time. You will be sent written notice of any amendment that is not due to changes to the Federal Pension Laws and/or the Tax Act. Amendment(s) will be effective as of the date when the new law(s) are in force or, for other amendments, either immediately or on any date set out in the notice. No amendment may contravene the Federal Pension Laws or the Tax Act.
- d) **No Assignment or Commutation:** The Locked-In Funds cannot be assigned, charged, anticipated, or given as security except for a purpose described in subsection 25(4) of the Federal Pension Act and then, only if the Tax Act is not contravened. Any transaction purporting to assign, charge, anticipate or give the Locked-In Funds as security is void.
- e) **Value of Locked-In RSP at time of Withdrawal/Payment:** The value of this Locked-In RSP on any particular date is the market value of all property held in this Locked-In RSP, as determined by Us at the close of business on the previous business date, in accordance with industry standards and using the market prices in Our pricing system, less any amounts payable from this Locked-In RSP at that time in accordance with the terms of the Plan Document. That value is conclusive and binding upon the parties to this Agreement, Your Survivor, Your successors and personal representatives and Your Survivor's successors and personal representatives due to any such conflict.
- f) **Conflict with Plan Document and Federal Pension Laws:** If there is a conflict between this Agreement and the RRSP Application Form or the Plan Document, the provisions of this Agreement will prevail to the extent necessary to resolve the conflict. If there is a conflict between this Agreement, the RRSP Application or the Plan Document, and the Federal Pension Laws, the provisions of the Federal Pension Laws will prevail to the extent necessary to resolve the conflict.
- g) **Tax Liability:** We and You agree that We and You will act at all times in accordance with the Tax Act. In the event of a conflict between the Federal Pension Laws and/or this Agreement with the Tax Act, then the Tax Act will prevail to the extent necessary to resolve the conflict. We are not liable for any adverse tax consequences which may result to You, Your Survivor, Your heirs, successors or assigns or Your Survivor's heirs, successors or assigns due to any such conflict.
- h) **Renumbering:** If any provision of the Federal Pension Laws or Tax Act referred to in this Agreement is renumbered due to a change in law, then that reference is to be considered to be to the provision as renumbered.
- i) **Headings:** Headings in this Agreement are for ease of reference only, and do not affect its interpretation.

**5. Definitions**

- a) **"Agreement"** means this Locked-In RSP amending agreement;
- b) **"Annuitant"** means the individual whose name is set out at the beginning of this Agreement;
- c) **"Annuity"** means an immediate or deferred life annuity which complies with the Federal Pension Laws and the requirements for an annuity under paragraph 60(l) of the Tax Act;
- d) **"Common-law Partner"** means a person who was cohabiting with the Pension Plan Member in a conjugal relationship immediately prior to the time of the Pension Plan Member's death, having so cohabited for a period of at least one year;
- e) **"Federal Pension Act"** and **"Federal Pension Regulations"** mean the *Pension Benefits Standards Act, 1985* (Canada), and the Regulations and Schedules under it, respectively as amended from time to time and **"Federal Pension Laws"** means the Federal Pension Act and Federal Pension Regulations, collectively;
- f) **"Issuer"** means either:
  - i) CIBC Trust Corporation, where the Plan Document is a declaration of trust; or
  - ii) Canadian Imperial Bank of Commerce, where the Plan Document is the CIBC Retirement Savings Plan Agreement.
- g) **"LIF"** means a RRIF which meets the requirements, where not inconsistent, of a "life income fund" under the Federal Pension Regulations;
- h) **"Locked-In Funds"** means all money and other property transferred into this Locked-In RSP that are locked-in under the Federal Pension Laws and any interest or other earnings on them;
- i) **"Locked-In RSP"** means an RRSP which meets the requirements, where not inconsistent, of a "locked-in registered retirement savings plan" under the Federal Pension Regulations;
- j) **"Non-Pension Plan Member"** means an Annuitant who obtained the Locked-In Funds
  - i) under a division of property after a breakdown of a spousal/common-law partner relationship with a Pension Plan Member; or
  - ii) as a Survivor of a Pension Plan Member and received the Locked-In Funds in this Locked-in RSP as a Survivor death benefit.

**Locked-In Retirement Savings Plan Amending Agreement - Federal Pension Legislation**

- k) **"Pension Plan"** means a Pension Plan as defined in the Federal Pension Act;
- l) **"Pension Plan Member"** means a member or former member of the Pension Plan from which the Locked-In Funds originated;
- m) **"Plan Document"** means the retirement savings plan agreement or declaration of trust that governs the RRSP;
- n) **"Pooled Registered Pension Plan"** means a plan as defined in subsection 2(1) of the *Pooled Registered Pension Plans Act* (Canada);
- o) **"Restricted LIF"** means a RRIF which meets the requirements, where not inconsistent, of a "restricted life income fund" under the Federal Pension Regulations;
- p) **"Restricted LSP"** means an RRSP which meets the requirements, where not inconsistent, of a "restricted locked-in savings plan" under the Federal Pension Regulations;
- q) **"RRIF"** means a registered retirement income fund under the Tax Act;
- r) **"RRSP"** means a registered retirement savings plan under the Tax Act;
- s) **"RRSP Application Form"** means the application form completed by You to establish this Locked-In RSP;
- t) **"Spouse"** has the meaning given in the Federal Pension Laws and includes a person who is party to a void or, in Quebec, null marriage with the Pension Plan Member;
- u) **"Survivor"** in relation to a Pension Plan Member means a person who was a Common-law Partner of the Pension Plan Member at the time of the Pension Plan Member's or former member's death. If there is no person who meets the definition of Common-law Partner, Survivor means the Spouse of the Pension Plan Member. ;
- v) **"Tax Act"** means the *Income Tax Act* (Canada) and the Regulations under it, as amended from time to time;
- w) **"We/Us/Our"** means the Issuer and where applicable, the agent, who acts on behalf of the Issuer for certain administrative tasks in respect of this Locked-In RSP;
- x) **"Year"** means a calendar year;
- y) **"Year's Maximum Pensionable Earnings"** has the meaning given in the Canada Pension Plan as amended from time to time; and
- z) **"You"** and **"Your"** refer to the individual whose name is set out at the beginning of this Agreement and who is the Annuitant of this Locked-In RSP.