

**Investment Club Account Agreement****Account Number****Investment Club Name****To:** CIBC Investor Services Inc. ("*CIBC Investor Services*")

For this Investment Club, there are:

- _____ Member(s) with Trading Authority
- _____ Member(s) without Trading Authority
- _____ Beneficial Owner(s) of, or that exercise(s) direct or indirect control or direction of 25% or more of the Club

The Investment Club named above (the "*Club*") has or will be applying for a CIBC Investor Services account.

In exchange for CIBC Investor Services opening (or, if already opened, continuing) an account (the "*Account*") under the name of the Club, we, the undersigned (the "*Members*"), being all of the Members of the Club, agree that all transactions for the Account will be governed by the CIBC Investor Services Customer Agreement and any other supplemental agreements (the "*Customer Agreement*") and the following terms:

1. Authority

Each of the Club's Members with Trading Authority noted below is authorized for and on behalf of the Club to perform the functions as set out below:

a) Operating Instructions

The Club agrees that any one of the Members with Trading Authority noted below has the authority to give, and CIBC Investor Services may act on, written, faxed or verbal instructions regarding certain operational matters. **For the protection of the Club, CIBC Investor Services will assign to it a password and will disclose it only to Members with Trading Authority. Each Member with Trading Authority by signing below agrees to keep the password confidential. CIBC Investor Services may act on verbal instructions in respect of any of the matters listed below whenever a person identifies him or herself as a Member with Trading Authority and gives the appropriate password notwithstanding such other person was merely purporting to be the Member identified.**

Verbal instructions may be accepted for the following transactions:

- i) instructions with respect to purchases and sales (including short sales) in securities;
- ii) instructions with respect to purchases on margin, upon the credit of the Members (*if applicable*);
- iii) instructions with respect to purchases and sales of options (*if applicable*);
- iv) confirmation of trade executions;
- v) instructions regarding transfer of funds between CIBC Investor Services and Canadian Imperial Bank of Commerce provided a written Transfer of Funds form has been properly executed and delivered to CIBC Investor Services; and
- vi) instructions for the deposit of securities or money to the Account, or for the withdrawal of funds or securities from the Account.

b) Other Instructions

The Club agrees that any **one** of the Member(s) with Trading Authority has the authority to sign any of the documents listed below or give written instructions for the following transactions and CIBC Investor Services may act on them. Such authority includes:

- i) the execution and delivery to CIBC Investor Services of the appropriate Transfer of Funds form;
- ii) the execution on behalf of the Club of releases, powers of attorney and/or other documents in connection with the Account;
- iii) the giving of instructions to settle, compromise, adjust and give releases with respect to any claims, demands or dispute;
- iv) receiving requests and demands for payments or securities due, receiving notices of intention to sell or purchase and such other notices and demands as may from time to time become necessary in the operation of the Account;
- v) the execution and delivery to CIBC Investor Services of the Customer Agreement and all other documentation that may be required, now or in the future in order to open or operate the Account and to make such amendments or to sign such other document as may be necessary to give effect; and
- vi) generally the authority to do and take all actions as are deemed by such Member with Trading Authority to be necessary or proper in connection with transactions in securities for and on behalf of the Club.

2. Confirmation of Instruction

CIBC Investor Services may request that a Member with Trading Authority provide written instructions signed by that Member with Trading Authority prior to completing a transaction in respect of the Account and CIBC Investor Services will not be liable for any loss that may result from such delay.

Investment Club Account Agreement**3. Notice of Change**

- a) If there is:
 - i) an election or appointment of a new Member;
 - ii) a change in the authority of any of the Members;
 - iii) a change in the existing Members;then notice of such change will be given to CIBC Investor Services in writing and such notice will be signed by at least two Members. CIBC Investor Services may rely on this Agreement until it receives proper notice of any change. Such notice will be evidence that all of the proper steps have been taken by the Club and that CIBC Investor Services can deal with the Member(s) in accordance with the notice.
- b) Any new Member who has joined the Club will sign a notice of change confirming that such new member required, shall be bound by the terms of this agreement as if an original signatory hereof. The notice will also be signed by at least two Members.
- c) Any Member who has withdrawn from the Club will cease to be liable in respect of any transaction which occurred after CIBC Investor Services received written notice of withdrawal, signed by that Member. The Member will remain liable with respect to all transactions which were initiated, or occurred, prior to such date.
- d) If any of the Members dies, a Member will promptly notify CIBC Investor Services of his or her death, and will provide CIBC Investor Services with a notarized copy of the Letters Probate or Letters of Administration granted in the estate of the deceased.

4. Liability

- a) The Members are, and shall remain, jointly and severally liable to CIBC Investor Services in their personal capacities for any obligations which arise as a result of this agreement or the Customer Agreement.
- b) Each of the Members agrees to indemnify CIBC Investor Services against any loss, claim, damages, liability and expense arising as a result of the operation of the Account, including all legal costs which CIBC Investor Services may incur.
- c) The dissolution of the Club, however caused, will not in any way limit, reduce, or cancel such liability of the Members.

5. Age

Each of the Members represents and warrants that he or she is of the age of majority.

6. Copy of Agreement

Each of the Members acknowledges that he or she has received a copy of this agreement and Customer Agreement and agrees to be bound by them both.

7. Obligation on CIBC Investor Services

CIBC Investor Services is not responsible or liable with respect to the proper performance or failure of performance of any duties or obligations of any Member under this agreement or under any other instrument regulating or prescribing the rights and obligations of the Members among themselves.

8. Binding Agreement

- a) The Members agree with CIBC Investor Services and with each other that the acts of any Member will be binding on each Member and the Club as if the act was done by each Member.
- b) The Club will not be dissolved by the addition of a Member or withdrawal of a Member nor shall it be dissolved by the death, bankruptcy or insolvency of any of the Members.
- c) This agreement is binding on the Members jointly and severally and on the heirs, executors, administrators, or legal representatives, in the event of death, bankruptcy, or mental incompetency of any of the Members.

9. This Agreement to Govern

If there is any difference between this agreement and the Customer Agreement, this agreement will apply.

Account Number

Investment Club Account Agreement

Member Information

Complete the sections below for all members with Trading Authority, without Trading Authority, and any individual who is the Beneficial Owner of, or exercises direct or indirect control or direction of 25% or more of the Investment Club. Please check all boxes that apply.

☐ Member with Trading Authority☐ Member without Trading Authority☐ Beneficial Owner

Legal Name

Preferred Name

Address

City

Province/Foreign Information

Country

Postal Code

Date of Birth (mm/dd/yyyy)

Primary Telephone Number

Email Address

Canadian Citizenship☐ Yes ☐ NoIf No, what is your country of citizenship? **Common Reporting Standard (CRS) and Foreign Account Tax Compliance Act (FATCA) Tax Residency**

CIBC Investor Services is required to collect the client's tax residency information (SIN/SSN/TIN) in order to comply with its legal and tax reporting obligations under certain tax legislation related to the implementation of CRS, FATCA and similar requirements in the United Kingdom and Caribbean.

Information provided by you regarding your tax residency may be reported to the relevant government tax authorities in accordance with applicable law. Please indicate the country or countries in which you are a resident for tax purposes:

Country of Tax Residency

Social Insurance Number (SIN)/Taxpayer Identification Number (TIN)/
Social Security Number (SSN)

Are you a U.S. Person (such as a resident or citizen) for tax purposes? ☐ Yes ☐ No**Employment Information**

Employer's Name

Type of Business

Occupation

Address

City

Province/Foreign Information

Country

Are you, your spouse, any person(s) living in the same home, trading authority, or anyone who exercises influence on this account an Investment Industry Professional? ☐ Yes ☐ No

Are you an insider of a reporting issuer or any other issuer whose securities are publicly traded?

☐ Yes ☐ No

If Yes, list below

Account Number

Investment Club Account Agreement

Employment Information (continued)

Do you alone or as part of a group hold more than 20% or have a control block of a reporting issuer or any other issuer whose securities are publicly traded?

☐ Yes

☐ No

If Yes, list below

Primary Financial Institution for Members with Trading Authority and Beneficial Owners

Required only if client's identification was not verified at the Banking Centre.

Financial Institution

Bank Transit

Bank Account Number

Financial Institution Contact Name

Authorization

Privacy

I agree that my personal information will be handled in accordance with the product application and the CIBC privacy policy, available at any banking centre or online at www.cibc.com/privacy, which tells me:

- The key purposes for which CIBC collects and handles my information
- The types of information CIBC handles
- Who CIBC may share my information with (they may be outside of my province or Canada)
- My privacy rights and choices, such as opting out of marketing communications, including customized marketing and offers from CIBC and trusted partners

To verify my identity and protect against fraud, CIBC will validate my information with a credit bureau. Credit bureaus may use and disclose my information to maintain their consumer reporting database.

I hereby consent to the collection of information about me from credit bureaus and other financial institutions, and the use of such information and the information provided herein to verify my identity, to protect against fraud and error, and to comply with legal and regulatory requirements, and I consent to its disclosure to regulatory and self-regulatory bodies for regulatory purposes. I acknowledge that if I revoke this consent, any account in which I have a beneficial or other interest may be terminated.

This Investment Club Account Agreement is binding on the Members jointly and severally and on the heirs, executors, administrators, or legal representatives, in the event of death, bankruptcy, or mental incompetency of any of the Members.

As required by Canadian law, I declare that the tax residency information and U.S. citizenship status provided (including any Tax Identification Number) are, to the best of my knowledge and belief, correct and complete. If any of this information changes, I will provide CIBC Investor Services with the updated information within 30 days. Failure to provide satisfactory self-certification of tax residency or U.S. citizenship status may result in my account information being reported to the relevant tax authority and I may be subject to a penalty under the *Income Tax Act*.

Date (mm/dd/yyyy)

X

Signature

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Member Information

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☐ Member with Trading Authority☐ Member without Trading Authority☐ Beneficial Owner

Legal Name

Preferred Name

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Are you, your spouse, any person(s) living in the same home, trading authority, or anyone who exercises influence on this account an Investment Industry Professional? ☐ Yes ☐ No

Are you an insider of a reporting issuer or any other issuer whose securities are publicly traded?

☐ Yes ☐ No

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Date (mm/dd/yyyy)

X

Signature