

**Partnership Account Agreement****Account Number****Partnership Name****Primary Business of Organization****To:** CIBC Investor Services Inc. ("CIBC Investor Services")

For this Partnership, there are:

- ☐ Partner(s) with Trading Authority
- ☐ Partner(s) without Trading Authority
- ☐ Beneficial Owner(s) who own(s), or exercise(s) direct or indirect control or direction of 25% or more of the Partnership

The Partnership named above has applied or will be applying for a CIBC Investor Services account. In exchange for CIBC Investor Services opening (or, if already opened, continuing) an account as designated above (the "Account") for the partnership named above (the "partnership"), we, the undersigned, being all of the general partners of the Partnership (the "partners"), 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

The partners with trading authority ("Trading Partners") listed below are authorized for and on behalf of the Partnership to perform the functions as set out below:

a) Operating Instructions

The Partnership agrees that any one of the Trading Partners 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 Partnership, CIBC Investor Services will assign to it a password and will disclose it only to Trading Partners. Each Trading Partner by signing below agrees to keep the password confidential. CIBC Investor Services may act on verbal instructions in respect to any of the matters listed below whenever a person identifies him or herself as a Trading Partner and gives the appropriate password notwithstanding such person was merely purporting to be the Trading Partner 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 Partnership (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 Partnership agrees that any one of the Trading Partner(s) 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 Partnership 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 disputes;
- 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 documents as may be necessary to give effect; and
- vi) generally the authority to do and take all actions as are deemed by such partner to be necessary or proper in connection with transactions in securities for and on behalf of the Partnership.

2. Confirmation

CIBC Investor Services may request that a Trading Partner provide written instructions signed by that Trading Partner 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.

3. Privacy

The services or other activities performed by CIBC and the CIBC group of companies (including CIBC Investor Services) involve the handling of the personal information of individuals the Organization provides or makes available to us, including any owners, directors, principals, employees, partners or guarantors ("Individuals"). CIBC and the CIBC group of companies handles such personal information as described in CIBC's privacy policy, available at any banking centre or online at www.cibc.com/privacy. The Organization confirms that (1) the Organization has all requisite consents or other authority to provide such personal information to CIBC and the CIBC group of companies in compliance with applicable laws, (2) the Organization has otherwise met all applicable legal requirements needed for CIBC and the CIBC group of companies to handle Individuals' personal information as described above, including by providing them with a copy of the CIBC privacy policy, and (3) CIBC and the CIBC group of companies are hereby authorized to handle all Individuals' personal information as described herein and any related materials.

4. Notice of Change

- a) If there is:
 - i) any change in the composition of the Partnership,
 - ii) a change in the authority of the Trading Partners,
 - iii) a change in Trading Partners,then notice of such change will be given to CIBC Investor Services in writing and such notice will be signed by at least two Trading Partners. 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 Partnership and that CIBC Investor Services can deal with the Trading Partners in accordance with the notice.
- b) Any new partner who has joined the Partnership will sign a notice of change confirming that such new partner 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 Trading Partners.
- c) Any partner who has withdrawn from the Partnership will cease to be liable in respect of any transaction which occurred after CIBC Investor Services received the notice of withdrawal, but will remain liable with respect to all transactions which were initiated, or occurred, prior to such date.
- d) If any partner dies, the surviving partners 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.

5. Liability

- a) Each of the undersigned 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 undersigned 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) Dissolution of the partnership however caused, will not in any way limit, reduce or cancel the liability of any of the undersigned.

6. Copy of Agreement

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

7. Obligation of CIBC Investor Services

CIBC Investor Services is not responsible or liable for the proper performance or the failure of performance of any of the duties or obligations of the Trading Partners under this agreement or under any other instrument regulating or prescribing the rights and obligations of the partners among themselves.

8. Binding Agreement

- a) This agreement is binding on the undersigned 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 undersigned.
- b) The undersigned agree with CIBC Investor Services and with each other that the acts of any Trading Partner will be binding on each partner and the Partnership as if the act was done by each partner.
- c) The Partnership will not be dissolved by the addition or withdrawal of a partner, nor shall it be dissolved by the death, bankruptcy or insolvency of a partner.

9. This Agreement to Govern

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

10. Third Parties

The Account will not be used by, or on behalf of, any third party other than the persons listed below.

Account Number

Partnership Account Agreement

Personal Information

Complete for each Partner with Trading Authority, Partner without Trading Authority and Beneficial Owner who owns, or exercises direct or indirect control or direction of 25% or more of the Partnership.

This person is the (check all that apply):

☐ Partner with Trading Authority☐ Partner without Trading Authority☐ Beneficial Owner (25% or more)

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

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

Financial Institution	Bank Transit	Bank Account Number	Financial Institution Contact Name

Identity Verification

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

Authorization

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*.

<div></div> <div>Date (mm/dd/yyyy)</div>	X	<div></div> <div>Signature</div>
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Country of Tax Residency

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