

**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 over, more than 10% 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. 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.

**4. 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.

**5. 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.

**6. 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.

**7. 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.

**8. This Agreement to Govern**

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

**9. 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 over, more than 10% of the Partnership.

This person is the (check all that apply):

- Partner with Trading Authority       Partner without Trading Authority       Beneficial Owner (more than 10%)

Legal Name

Preferred Name

Address

City	Province/Foreign Information	Country	Postal Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Date of Birth (mm/dd/yyyy)	Primary Telephone Number	Email Address
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Canadian Citizenship**

- Yes     No    If No, what is your country of citizenship?

**Common Reporting Standard (CRS) and Foreign Account Tax Compliance Act (FATCA) Tax Residency**

Country of Tax Residency	Social Insurance Number (SIN)/Taxpayer Identification Number (TIN)/ Social Security Number (SSN)
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

- 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
<input type="text"/>	<input type="text"/>	<input type="text"/>

- 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

- 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

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**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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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**Authorization**

I hereby consent to the collection, use and sharing of information as described in CIBC's privacy policy Your Privacy is Protected. This may include collecting, during the course of my relationship with CIBC, information about me from and sharing it with, the CIBC group of companies, credit bureaus, government institutions or registries, mutual fund companies and other issuers, regulators and self-regulatory organizations, other financial institutions, applicable program partners, and other such parties as may reasonably be required for the purposes of: (i) identifying me; (ii) verifying information I give you; (iii) protecting me and CIBC from error and criminal activity; and (iv) complying with legal and regulatory obligations. CIBC's privacy policy is available at any branch or [www.cibc.com](http://www.cibc.com). This policy may be amended, replaced or supplemented from time to time.

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*.

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Date (mm/dd/yyyy) X Signature

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City      Province/Foreign Information      Country      Postal Code

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X

Signature