Changes to the Declarations of Trust and Trust Agreements

Please find below a summary of changes to the Declarations of Trust and Trust Agreements for the following registered plans:

- CIBC Investor Services Inc. Self-Directed Retirement Income Fund (RRIF),
- CIBC Investor Services Inc. Self-Directed Retirement Savings Plan (RRSP),
- CIBC Investor Services Inc. Self-Directed Tax-Free Savings Account (TFSA) and
- CIBC Higher Learning Education Savings Plan (RESP) (Individual and Family)

Important Updates to the Declaration of Trust governing your RRIF

- 1. "Application" in the Definitions section has been updated.
- 2. Section 12 has been amended to allow for beneficiary designations using our electronic signature platforms, if permitted in your province/territory.
- 3. Given recent changes to Quebec's *Charter of the French Language* (effective June 1, 2023) affecting all businesses operating in Quebec, we've updated the wording in Section 32. This section of the Declaration only applies to Quebec residents.
- 4. We have made some minor changes to update wording and numbering in sections 12, 13, 14, and 15.

| OLD WORDING | NEW WORDING |
|---|---|
| Some Definitions. | Some Definitions. |
| "Application" means the CIBC Investor's Edge Self- Directed Retirement Income Fund Application or the CIBC Imperial Investor Service Retirement Income Fund Application, the Annuitant's application to the Agent for the Plan; | "Application" means the CIBC Investor Services Inc. Self-Directed Retirement Income Fund Application, or any other Application provided by the Agent; |

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| OLD WORDING | NEW WORDING |
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| 12. Designation of Successor Annuitant or Other | 12. Designation of Successor Annuitant or Other |
| Beneficiary. The following applies with respect to | Beneficiary. The following applies with respect to |
| designation of a successor annuitant or other beneficiary | designation of a successor annuitant or other beneficiary |
| on Your Death | on Your death |
| a) A successor annuitant or other beneficiary may be | a) A successor annuitant or other beneficiary may be |
| designated in accordance with this paragraph with | designated in accordance with this paragraph with |
| respect to entitlement to the Fund or the Fund Proceeds | respect to entitlement to the Fund or the Fund Proceeds |
| after Your death: | after Your death: |
| i) Spouse/Common-law Partner Successor Annuitant: | i) Spouse or Common-law Partner Successor |
| You may designate Your surviving Spouse/Common- | Annuitant: You may designate Your surviving Spouse |
| law Partner | or Common-law Partner |
| | |
| c) A designation may be made, changed or revoked by | c) A designation may be made, changed or revoked by |
| Will or a written instrument in a form acceptable to Us | an "Instrument", which means a will or a written |
| which adequately identifies the Fund and is signed by | instrument in a form acceptable to Us which adequately |
| and dated by You, as applicable, referred to as an | identifies the Fund and is signed by and dated by You, as |
| "Instrument". | applicable. |
| | [New section added and subsequent paragraph numbers updated.] |
| | 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. |
| d) If an Instrument specifically designates a Spouse/ | e) If an Instrument specifically designates a Spouse or |
| Common-law Partner as successor annuitant | Common-law Partner as successor annuitant |
| f) It is not the Trustee's or Agent's responsibility, but is | g) It is not Our responsibility, but is Your own |
| Your own responsibility, to make sure any successor | responsibility, to make sure any successor annuitant or |
| annuitant or other beneficiary designation or other | other beneficiary designation or other testamentary |
| testamentary disposition reflects Your intentions from | disposition reflects Your intentions from time to time, |
| time to time, including if there is any change in Your | including if there is any change in Your status as |
| status as a Spouse/Common-law Partner | a Spouse or Common-law Partner |

| OLD WORDING | NEW WORDING |
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| 13. Death of Annuitant. The following applies on Your Death and is subject to section 11: | 13. Death of Annuitant. The following applies on Your death and is subject to section 11: |
| f) If You elected (designated) Your Spouse/Common-law Partner as the successor annuitant, this election will only be effective if Your Spouse/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/Common-law Partner on the date of Your death | f) If You elected (designated) Your Spouse or Common- law Partner as the successor annuitant, 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 |
| We will only change the name of the Fund into the | We will only change the name of the Fund into the |
| name of the designated successor annuitantif We | name of the designated successor annuitantif We |
| receive satisfactory evidence of death andWe may | receive satisfactory evidence of death andWe may |
| require: | require: |
| ii) certain information from the designated successor | ii) certain information from the designated successor |
| annuitant and proof satisfactory to Us that the | annuitant and proof satisfactory to Us that the |
| designated successor annuitant was Your Spouse/ | designated successor annuitant was Your Spouse or |
| Common-law Partner of the time of Your death | Common-law Partner of the time of Your death |
| 14. Minor Designated as Beneficiary | 14. Minor Designated as Beneficiary |
| You understand that: | You understand that: |
| | |
| e) You indemnify and save harmless, release and | e) You indemnify and save harmless, release and |
| discharge Us and the Agent for and from any claims, | discharge Us and the Agent for and from any claims, |
| expenses and/or losses which may arise or be incurred | expenses and losses which may arise or be incurred as |
| as a result of You designating the Minor's Trustee. | a result of You designating the Minor's Trustee. |
| 15. RRIF Benefit Trustee You understand that: | 15. RRIF Benefit Trustee You understand that: |
| a) payment of the Fund Proceeds to the RRIF Benefit | a) payment of the Fund Proceeds to the RRIF Benefit |
| Trustee constitutes a sufficient discharge to Us | Trustee discharges Us |
| | |
| c) You indemnify and save harmless, release and | c) You indemnify and save harmless, release and |
| discharge Us and the Agent for and from, any claims, | discharge Us and the Agent for and from, any claims, |
| expenses and/or losses | expenses and losses |
| 32. Quebec only. You confirm that you have requested that this document, and any other documents relating to it, be in English. <i>Vous reconnaissez avoir exigé que ce document, ainsi que tout document s'y rattachant, soient rédigés en langue anglaise.</i> | 32. Quebec only. 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. <i>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.</i> |

Important updates to the Declaration of Trust governing your RRSP

- 1. "Application" in the Definitions section has been updated.
- 2. A definition has been added for the 'First Home Savings Account' (FHSA), the new registered plan launched by the Government of Canada in 2023.
- 3. Section 11 has been amended to support transfers to and from FHSAs or other registered plans, as permitted by the *Income Tax Act* (Canada).
- 4. Section 12(b) has been updated to incorporate changes required by the Canada Revenue Agency.
- 5. Section 15 has been amended to allow for beneficiary designations using our electronic signature platforms, if permitted in your province/territory.
- 6. Given recent changes to Quebec's *Charter of the French Language* (effective June 1, 2023) affecting all businesses operating in Quebec, we've updated the wording in Section 35. This section of the Declaration only applies to Quebec residents.
- 7. We have made some minor changes to update wording and numbering in sections 15, 17, and 18.

| OLD WORDING | NEW WORDING |
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| Some Definitions. | Some Definitions. |
| "Application" means the CIBC Investor's Edge Self- Directed Retirement Savings Plan Application or the CIBC Imperial Investor Service Retirement Savings Plan Application, the Annuitant's application to the Agent for the Plan; | "Application" means the CIBC Investor Services Inc. Self-Directed Retirement Savings Plan Application, or any other Application provided by the Agent; [Definition for FHSA added.] "FHSA" means a First Home Savings Account, as defined in the Act; |

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| OLD WORDING | NEW WORDING |
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| 11. Transfers (other than on Maturity Date). | 11. Transfers (other than on Maturity Date). |
| a) Transfers to Other Plans: Subject to any reasonable requirements We impose, You may direct Us in writing to transfer all or any part of the Plan Proceeds to: | a) Transfers to Other Plans: 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) RRSP, RRIF, PRPP: a RRSP, RRIF, PRPP or registered pension plan of Yours; or | i) an RRSP, FHSA, RRIF, PRPP or registered pension plan of Yours; |
| | [New section added.] |
| | iii) another permissible registered investment vehicle that meets the requirements of the Act. |
| | |
| b) Transfers from Other Plans: We may accept transfers to the Plan from: | b) Transfers from Other Plans: We may accept transfers to the Plan from: |
| i) RRSP or PRPP: an RRSP or PRPP registered in Your name; | i) an RRSP, FHSA or PRPP registered in Your name; |
| | |
| | [Two new sections have been added and numbering updated.] |
| | iii) an FHSA under which Your Spouse, former Spouse, Common-law Partner or former Common-law Partner, is the holder as defined in the Act and the transfer is made under a decree, order or judgment of a competent tribunal, or under a written 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 Partner ship. Both You and Your Spouse or Common-law Partner or former 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; vi) an FHSA, if it is a transfer described in subparagraph 146.6(7)(a)(iii) of the Act or it is deemed to be a transfer from the FHSA described in paragraph 146.6(15)(a) of the Act; or |
| 12. Purchase of a Retirement Income or Transfer to a RRIF. | 12. Purchase of a Retirement Income or Transfer to a RRIF. |
| 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) of the Act | 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 |

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| OLD WORDING | NEW WORDING |
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| 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: | 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: |
| b) A designation may be made, changed or revoked by Will or by a written instrument in a form acceptable to Us which adequately identifies the Plan and is signed by and dated by You, as applicable, referred to as an "Instrument". | 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, as applicable. |
| | [New section added] |
| | 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 specifically provided or authorized by Us. |
| | |
| d) it is not the Trustee's or Agent's responsibility, but is Your own responsibility, to make sure any beneficiary designation or other testamentary disposition reflects Your intentions from time to time, | [Subsequent paragraph numbers updated.] e) it is not Our responsibility, but is Your own responsibility, to make sure any beneficiary designation or other testamentary disposition reflects Your intentions from time to time, |
| 17. Minor Designated as Beneficiary | 17. Minor Designated as Beneficiary |
| You understand that: | You understand that: |
| e) You indemnify, 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 the Minor's Trustee. | e) You indemnify, save harmless, release and discharge Us and the Agent for and from, any claims, expenses and losses that may arise or be incurred as a result of You designating the Minor's Trustee. |
| 18. RRSP Benefit TrusteeYou understand that: | 18. RRSP Benefit Trustee You understand that: |
| a) payment of the Plan Proceeds to the RRSP Benefit Trustee constitutes a sufficient discharge to Us; | a) payment of the Plan Proceeds to the RRSP Benefit Trustee discharges Us; |
| 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. | c) You indemnify and save harmless, release and discharge Us and the Agent for and from, any claims, expenses and losses which may arise or be incurred as a result of You designating the RRSP Benefit Trustee. |

| OLD WORDING | NEW WORDING |
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| 35. Quebec only. You confirm that you have requested that this document, and any other documents relating to it, be in English. <i>Vous reconnaissez avoir exigé que ce document, ainsi que tout document s'y rattachant, soient rédigés en langue anglaise.</i> | 35. Quebec only. 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. <i>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.</i> |

Important updates to the Declaration of Trust governing your TFSA

- 1. "Application" in the Definitions section has been updated.
- 2. Section 11 has been amended to allow for designations using our electronic signature platforms, if permitted in your province/territory.
- 3. Given recent changes to Quebec's *Charter of the French Language* (effective June 1, 2023) affecting all businesses operating in Quebec, we've updated the wording in Section 33. This section of the Declaration only applies to Quebec residents.
- 4. We have made some minor changes to update wording and numbering in sections 11, 12, 13, and 14.

| OLD WORDING | NEW WORDING |
|--|---|
| Some Definitions. | Some Definitions. |
| "Application" means the CIBC Investor's Edge Self- Directed Tax-Free Savings Account (TFSA) Application or the CIBC Imperial Investor Service Tax-Free Savings Account (TFSA) Application, the Holder's application to the Agent for the plan; | "Application" means the CIBC Investor Services Inc. Self-Directed Tax-Free Savings Account (TFSA) Application, or any other Application provided by the Agent; |

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| OLD WORDING | NEW WORDING |
|---|---|
| 11. Designation of Successor Holder or Other | 11. Designation of Successor Holder or Other |
| Beneficiary. The following applies with respect to | Beneficiary. The following applies with respect to |
| designation of a successor holder or other beneficiary on | designation of a successor holder or other beneficiary on |
| Your Death and is subject to section 9: | Your death and is subject to section 9: |
| a) A successor holder or other beneficiary may be | a) A successor holder or other beneficiary may be |
| designated in accordance with this paragraph with | designated in accordance with this paragraph with |
| respect to entitlement to the Plan or the Plan Proceeds | respect to entitlement to the Plan or the Plan Proceeds |
| after Your death: | after Your death: |
| i) Spouse/Common-Law Partner Successor Holder: | i) Spouse or Common-law Partner Successor Holder: |
| You may designate Your surviving Spouse/Common- | You may designate Your surviving Spouse or |
| Law Partner | Common-law Partner |
| | |
| c) A designation may be made, changed or revoked by | c) A designation may be made, changed or revoked by |
| Will or by a written instrument in a form acceptable to | an "Instrument" which means a will or a written |
| Us which adequately identifies the Plan and is signed by | instrument in a form acceptable to Us which adequately |
| and dated by You, as applicable, referred to as an | identifies the Plan and is signed by and dated by You, as |
| "Instrument". | applicable. |
| | [New section added and subsequent paragraph numbers updated.] |
| | 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. |
| d) If an Instrument specifically designates a Spouse/ Common-Law Partner as successor holder | e) If an Instrument specifically designates a Spouse or Common-law Partner as successor holder |
| e) By designating a beneficiary or not making | f) By designating a successor holder or other beneficiary |
| a designation, You are deciding how the Plan Proceeds | or not making a designation, You are deciding how the |
| are dealt with on your death | Plan Proceeds are dealt with on Your death |
| f) It is not the Trustee's or Agent's responsibility, but is | g) It is not Our responsibility, but is Your own |
| Your own responsibility, to make sure any successor | responsibility, to make sure any successor holder or |
| holder or other beneficiary designation or other | other beneficiary designation or other testamentary |
| testamentary disposition reflects Your intentions from | disposition reflects Your intentions from time to time, |
| time to time, including if there is any change in Your | including if there is any change in Your status as |
| status as a Spouse/Common-law Partner | a Spouse or Common-law Partner |
| 12. Death of Holder. | 12. Death of Holder. |
| 12 (f) and (g) refer to: "Spouse/Common-law Partner". | 12(f) and (g) updated to: "Spouse or Common-law Partner". |

| OLD WORDING | NEW WORDING |
|---|--|
| 13. Minor Designated as Beneficiary. You understand that: | 13. Minor Designated as Beneficiary. You understand that: |
| e) You indemnify, 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 the Minor's Trustee. | e) You indemnify, save harmless, release and discharge Us and the Agent for and from any claims, expenses and losses that may arise or be incurred as a result of You designating the Minor's Trustee. |
| 14. TFSA Benefit Trustee You understand that: | 14. TFSA Benefit Trustee You understand that: |
| a) payment of the Plan Proceeds to the TFSA Benefit Trustee constitutes a sufficient discharge to Us | a) payment of the Plan Proceeds to the TFSA Benefit Trustee discharges Us |
| 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. | c) You indemnify and save harmless, release and discharge Us and the Agent for and from, any claims, expenses and losses which may arise or be incurred as a result of You designating the TFSA Benefit Trustee. |
| 33. Quebec only. You confirm that you have requested that this document, and any other documents relating to it, be in English. <i>Vous reconnaissez avoir exigé que ce document, ainsi que tout document s'y rattachant, soient rédigés en langue anglaise.</i> | 33. Quebec only. 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. <i>Pour un Régime conclu avant le 1er juin 2023, Vous confirmez votre</i> <i>volonté expresse que la Déclaration et les documents s'y</i> <i>rattachant soient rédigés en anglais. Pour un Régime conclu</i> <i>à compter du 1er juin 2023, Vous reconnaissez que la version</i> <i>française de la Déclaration vous a été remise, et confirmez</i> <i>votre volonté expresse d'être lié par la version anglaise de la</i> <i>Déclaration et les documents s'y rattachant.</i> |

Important updates to the Trust Agreement governing your RESP (Individual and Family)

- 1. Section 8(d) that covers plan investments to incorporate a change required by the Canada Revenue Agency to clarify the responsibility of the Promoter of your plan to minimize the possibility that your RESP holds non-qualified investments;
- 2. Section 11(b) dealing with Educational Assistance Payments (EAP) to permit the increased EAP limits recently enacted by the Government of Canada which are now \$8,000 (for full-time studies) and \$4,000 (for part-time studies); and
- 3. Section 33, which applies only to Québec residents, for changes to the *Charter of the French Language* (effective June 1, 2023) which affects all businesses in Québec.

| OLD WORDING | NEW WORDING |
|---|--|
| 8. Investments. | 8. Investments. |
| | |
| d) It will be solely 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 | 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 |
| 11. Educational Assistance Payments. An Educational Assistance Payment can be made to or for a Beneficiary only where: | 11. Educational Assistance Payments. An Educational Assistance Payment can be made to or for a Beneficiary only where: |
| a) one of the following applies: and | a) one of the following applies: and |
| b) either: | b) either: |
| i) the Beneficiary satisfies the condition set out in subparagraph 11a) i) and: | 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 | 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 \$5,000 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 |
| 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 \$2,500 | 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, |
| 33. Québec only. You confirm that you have requested that this document, and any other documents relating to it, be in English. <i>Vous reconnaissez avoir exigé que ce document, ainsi que tout document s'y rattachant, soient rédigés en langue anglaise.</i> | 33. Québec only. 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. <i>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.</i> |

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