

# CIBC Investor's Edge<sup>®</sup> Account Agreements and Disclosures Booklet

September 2024

Your rights and responsibilities as a CIBC Investor's Edge client





# Contents

Account Agreements and Disclosures .....	1
Terms used in these Agreements .....	2
Relationship disclosure .....	3
Customer Agreement .....	4
Margin Agreement .....	22
Derivatives Trading Agreement .....	23
Derivatives Risk Disclosure Statement .....	25
Consent to electronic delivery of documents .....	27
Referral disclosure statement .....	28
Alerts Agreements .....	30
Securityholder information .....	33
Your privacy commitment to me .....	35
Your complaint resolution commitment to me .....	37
CIRO Strip Bonds And Strip Bond Packages Information Statement .....	39
Disclosure statement corporate bond / debentures investments .....	46
Mutual funds payment disclosure statement .....	46
Contact us .....	47
Commissions, fees and other disclosure information .....	49
Commission and Fees Schedule .....	50
How CIRO protects investors .....	60
How to Make A Complaint .....	62
Canadian Investor Protection Fund (CIPF) .....	67



# Account Agreements and Disclosures

# Terms used in these Agreements

The following terms have the following meanings in this booklet (unless the terms are defined differently for the purposes of a particular agreement):

Any reference to **“CIBC Investor Services”** or **“CIBC Investor’s Edge”** means CIBC Investor Services Inc.

**“Account”** means my CIBC Investor’s Edge account with CIBC Investor Services.

**“Agreement”**, unless the context provides otherwise, means the particular agreement in which the word appears.

**“Application”** means the CIBC Investor’s Edge account application form I signed for my Account.

**“CIBC Group of Companies”** includes CIBC and its subsidiaries that currently offer deposits, loans, mutual funds, securities trading or advising, investment counselling, portfolio management, mortgages, trust, insurance or other services.

**“CIBC WM”** means CIBC World Markets Inc.

**“Electronic Access Device”** means any device which allows me to access my Account or any Service through electronic means including a personal computer, a cellular phone, telephone, smart phone, wearable device, personal digital assistant or similar device.

**“Electronic Instruction”** means any instruction, including Trading Instructions, regarding my Account or any Service that is transmitted through an Electronic Access Device.

**“Estate Representative”** means the person or persons who has or have demonstrated, with evidence satisfactory to you in your sole discretion, the death of a sole Account holder, the death of a joint Account holder in Québec, or in the case of joint Account holders outside Québec, the death of the last of the joint Account holders, and that such person or persons is or are the legal personal representative of such deceased Account holder’s estate. Any change in succession of Estate Representative must also be demonstrated, with evidence satisfactory to you. Evidence satisfactory to you with respect to who is the Estate Representative may include letters probate or other court documentation.

**“I”, “me”, “my”, “we” and “us”** mean the customer(s) who applied for the Account or any Service, including all joint applicants.

**“Information Provider”** means any entity providing CIBC Investor Services, either directly or indirectly, with information, or processing any such information such as stock exchanges and news service providers or any other such provider or processor of data or information.

**“Locked-in Plan”** means an RRSP or RRIF that is locked in under applicable pension legislation.

**“Password(s)”** means the combination of numbers and/or letters I select from time to time as a means of identifying me and enabling me to:

- Access my Account or any Service
- Confirm all instructions including Trading Instructions and Electronic Instructions, including the answers to any online personal verification questions I have chosen, or temporary verification codes which I have requested, that permit me to access my Account or any Service if I forget my password(s)

**“Registered Plan”** means an Account that is a Self-Directed Registered Retirement Savings Plan (“RRSP”) or a Self-Directed Registered Retirement Income Fund (“RRIF”) or a Self-Directed Registered Education Savings Plan (“RESP”) or a Self-Directed Tax-Free Savings Account (“TFSA”) established with the Trustee or a Self-Directed First Home Savings Account (“FHSA”) established with the Trustee.

**“Service(s)”** means the brokerage and ancillary services offered by CIBC Investor Services.

**“Trading Instructions”** means instructions relating to the purchase, sale, execution or expiration of any securities transaction or any related matter.

**“Trustee”** means CIBC Trust Corporation.

**“You”, “your” and “yours”** mean CIBC Investor Services and the Trustee of a Registered Plan.

# Relationship disclosure

CIBC Investor's Edge is a division of CIBC Investor Services Inc., a full-service investment dealer that offers advisory accounts and trading services for a variety of securities including mutual funds, GICs, bonds, equities, new issues and deposit products. While advisory services are available from CIBC Investor Services Inc., they do not form part of the services offered through Investor's Edge.

My account is an order-execution account An order-execution account is an account where I am responsible for the investment decisions for the account, and will not receive advice from an investment advisor I am solely responsible for the suitability of my trades and you will not consider my personal or financial circumstances, investment knowledge, investment time horizon, investment needs or objectives, risk profile nor other factors. You will not review the suitability of the investments held in my Account and will not be responsible for making a determination that Investor's Edge products and account types are appropriate for you.

CIBC Investor's Edge shall at all times act in good faith with respect to my account.

If I provide you with the name and contact information for a trusted contact person, you may contact and share information about me and my accounts with my trusted contact person to protect my financial interests when you are concerned about my mental capacity to make decisions involving financial matters or suspect I am being financially exploited, to confirm my contact information if you are unable to reach me and you think that is unusual, or to locate my legal representatives. If you suspect that I am being financially exploited or have concerns about my mental capacity to make decisions involving financial matters, you may place a temporary hold on the purchase or sale of a security, on the withdrawal or transfer of cash or securities from my account. You will notify me of such a temporary hold, and will notify me again within 30 days of placing the temporary hold and within every subsequent 30 days until the temporary hold is revoked.

CIBC Investor Services and CIBC WM are subsidiaries of CIBC. We are required by the regulators to inform you that CIBC WM (the carrying broker) provides certain back-office services to CIBC Investor Services (the introducing broker) including trade execution, settlement, custody of cash and securities, bookkeeping and financing of customer positions. For regulatory purposes, you are a client of CIBC WM. CIBC Investor Services is responsible for supervising your account.

Cash balances in non-registered accounts are not insured by the Canada Deposit Insurance Corporation or any other government insurer but are fully guaranteed by CIBC. Unless, with respect to a specific security, you're informed to the contrary, securities sold are not guaranteed by the Canada Deposit Insurance Corporation or CIBC.

For further information concerning your relationship with me, I should review the Account Agreements and Disclosures Booklet, and also review the Commission and Fees schedule (containing information about commissions and fees and interest charges that may be payable by me), the Referral Disclosure Statement (containing information about referral relationships between CIBC Investor Services Inc. and its affiliates), the New Account Application Form (containing a checklist of various forms that accompany my application) that I receive along with this Agreement, and if applicable, the Portfolio Manager Dealer Service Arrangement (PMDSA) Relationship Disclosure (containing information regarding accounts subject to an arrangement with a registered portfolio manager). I will also review the following sections in this Account Agreements and Disclosures Booklet:

- Trade Confirmations, Statements and Performance Reports
- Fees
- Conflicts of Interest
- Complaint Resolution Commitment

# Customer Agreement

In exchange for CIBC Investor Services agreeing to provide me with the Services and to open an Account for me, I understand and agree as follows:

## 1. General

This Agreement applies to all of my Accounts with you. Additional terms and conditions may also be outlined on the Application and in the Account Agreements and Disclosures Booklet, and I agree to be bound by those terms and conditions in addition to the terms and conditions in this Agreement.

For any Account that is a Registered Plan, where there is a conflict between any Agreement in the Account Agreements and Disclosures Booklet and the terms of the Application and any declaration of trust with respect to such Registered Plan, and if it is a Locked-in Plan, the Amending Agreement with respect to such Locked-in Plan, the terms of the Application and any declaration of trust with respect to such Registered Plan, and if it is a Locked-in Plan, the Amending Agreement with respect to such Locked-in Plan, shall govern. No provision in this Agreement shall be construed in any way to vary or be seen to vary any provision in any Registered Plan regarding borrowing.

This Agreement applies if my Account is closed temporarily or reopened or if I am assigned another account number, as well as if there are joint account holder(s) or the account holder(s) are a corporation or another entity.

You will act as my agent for buying, selling and otherwise dealing with securities or effecting other transactions such as foreign currency transactions, and you or your affiliates may act as principal with me.

CIBC Investor Services does not provide me with any legal, tax or accounting advice or advice regarding the suitability or profitability of a security or investment in my Account. I assume full responsibility for transactions in my Investor's Edge Account and my investment decisions.

I acknowledge that my orders will be executed without prior review for suitability by you. In other words, you will not consider my personal and financial circumstances, investment knowledge, investment needs and objectives and risk profile or other similar factors when accepting orders from me.

## 2. Age, affiliation and capacity

If an individual, I have reached the age of majority. In addition, unless I have advised you otherwise and provided the necessary documentation, I confirm that I am not:

- Employed by a business registered under any securities law or regulations;
- An employee, officer, director or shareholder of a business that is a member of a stock exchange or the Canadian Investment Regulatory Organization; or
- Affiliated with a business in the above categories.

If I am in one of the circumstances reflected above, I acknowledge that I have received written approval from my employer to open my Account, and I will provide you with a copy of that approval.

If my current situation changes, I will notify you immediately and obtain the necessary approval from my employer.

If my Account is being opened for a corporation, trust, partnership, investment club or other entity, I have the right and ability to enter into this Agreement and carry out the transactions described in it, and the execution and delivery of this Agreement, and all of the other documents in connection with the Account have been properly authorized.

## 3. Joint Accounts

### Liability

Joint accounts are not possible for, and this section does not apply to, Accounts that are Registered Plans other than an RESP. Otherwise, this section applies if there are joint Account holders.

Each of us is jointly and severally (in Québec, solidarily) liable for the Account obligations and any loss, claim, damage, expense or liability arising from this Agreement or any authorization, promise or instruction which any of us gives to you.



## Instructions from us

Subject to the provisions below with respect to death of a tenant in common, you may take instructions and receive communications and notices from any one of us, without notice to the rest of us, to trade, withdraw funds or securities or otherwise deal with the Account or do any other activity permitted by this Agreement.

You will only deal with me on this basis and you are explicitly exonerated from recognizing any trust intention of or trust interest bestowed by me with respect to the Account or any investments in it, whether expressed to you or not, and this exoneration is binding on my estate and any beneficiary of any trust based on my intentions. You may provide Account information including Account forms, correspondence, transactions, statements, vouchers and balances to any one of us. This includes information about the Account before it became joint.

You reserve the right to restrict activity at any time in the Account or to require joint written instructions, communications and notices from all of us to perform any activity (including without limitation trading, transfers or withdrawals) or account maintenance functions for any reason, in your sole discretion. A legal representative appointed in respect of any living joint Account holder (including, but not limited to, an attorney appointed under a power of attorney, or guardian of property appointed by court order) will have the same rights, responsibilities and obligations under this Agreement as such joint Account holder, unless you determine otherwise in your sole discretion.

## Delivery of property and information to us

You may deliver securities, money or other property relating to the Account, give margin calls and provide confirmations, statements, or other information about the Account to any one of us, without notice to the rest of us, and such delivery or communication by you is sufficient delivery or communication to all of us; and this continues to apply even upon death of a tenant in common.

## Legal ownership of the account

The legal ownership of the Account shall be in such form as we have designated on the Application.

If we have designated the Account as Joint Tenants with Right of Survivorship (not applicable in the province of Québec or where any joint Account holder is domiciled in Québec at the time of death of any joint Account holder) then the following terms apply:

- All of us assign the money and securities and all income and interest earned on them to all of us;
- All money and securities in the Account and all income and interest earned on them is our joint property with right of survivorship. This means that if one of us should die, all property in the Account shall automatically become the property of the survivors immediately on such death without further action.

If we have designated the Account as Joint Tenants in Common (and in the event we do not designate the Account as Joint Tenants with Right of Survivorship on the Application, or if one or more of us is domiciled in the province of Québec at the time of death of any joint Account holder, we are deemed to have designated it as Joint Tenants in Common) you are authorized to deal with us as tenants in common with equal ownership and without right of survivorship.

## Death of one of us

If any one of us dies, the survivor(s) will immediately notify you in writing. You are authorized to take such steps or require such documentation (including but not limited to a certified copy of the death certificate, a letter of direction and certified copy of letters probate or other court documentation) or restrict transactions in the Account as you deem prudent or advisable.

You are authorized, prior to receipt of written notice of the death of one of us, to execute orders and deal with the Account as though the death had not occurred.

The deceased's estate shall remain liable, jointly and severally (in Québec, solidarily) with the rest of us, for any debit balance or other liabilities in connection with the Account.

After the death of any of us, on request of the Estate Representative of the deceased Account holder, you will provide the Estate Representative with any documents and other information about the Account that the deceased Account holder owner would have been entitled to while alive, for an Account that is joint with right of survivorship, up to and including the date of death, for any other joint Account, as long as the Estate Representative has rights to the Account. This includes, among other things, Account forms, correspondence, transactions, statements, vouchers and balances.

For Accounts designated as Joint Tenants with Right of Survivorship:

- After the death of any of us, you will have no obligations with respect to the Account to the Estate Representative of the deceased Account holder or anyone claiming through the estate of the deceased Account holder. Anyone other than the surviving Account holder(s) making a claim against the Account after the death of any of us must deal with the surviving Account holder(s) and not you. You will only deal with the Account on this basis and you are explicitly exonerated from recognizing any trust intention of or trust interest bestowed by me with respect to the Account or any investments in it, whether expressed to you or not, and this exoneration is binding on my estate and any beneficiary of any trust based on my intentions.
- The rights and obligations of the surviving Account holder(s) under this Agreement will stay the same, including the right to continue to deal with the Account.

For Accounts designated as Joint Tenants in Common, upon you receiving proof of death of a tenant in common, the Account will be frozen until you receive written instructions regarding the operation of the Account from both the Estate Representative of the deceased tenant in common and the surviving tenant(s) in common.

## 4. Execution of orders

### Trading instructions

I must provide you with my Trading Instructions either orally or through an Electronic Access Device.

**I am responsible for all Trading Instructions given by me or by persons I have authorized to trade on my behalf. I acknowledge that a Trading Instruction is final, and I cannot object to the order at a later date. If you act on Trading instructions from me or my agent, or someone not authorized by me but purporting to be me or my agent where my actions (or inaction) contribute to the unauthorized Trading Instruction, then I agree to indemnify you for any loss, liability or expense (including reasonable legal costs) which may arise as a result of your compliance with such instructions, unless and to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable determines that such loss, liability or expense were caused directly by your own negligence, fraud, willful misconduct or failure to comply with the laws that apply.**

### Open trades

My change/cancel order is subject to approval, and cannot be executed if the original order has already been filled when you process the change/cancel order. I will be responsible to honour any partial or complete trade that takes place before my change/cancel order is processed on the exchange.

### Short sales

I must identify a short sell order at the time I place the trade. I understand that I may not give an Electronic Instruction to sell short. If my Account is a Registered Plan, I may not give any instruction to sell short.

### Order routing

You will direct my order to the exchange or marketplace that has the most advantageous execution terms reasonably available under the circumstances, subject to compliance with the trading rules set out below.

### Trading rules

Each transaction carried out for me will be subject to the constitutions, by-laws, rules, rulings, regulations, customs and usages of the exchange or marketplace where the transaction is executed (including over-the-counter and broker-to-broker markets), the Canadian Investment Regulatory Organization and any clearing house or regulatory body that has jurisdiction, as well as our own internal rules and practices.

### Accepting or refusing orders or requests

You may refuse to execute any Trading Instruction, order or direction for any reason including if you determine (and you have no obligation to do so) that it would be imprudent to execute it because of your assessment of the state of the Account, the nature of the transaction requested, or my financial position, or for your own protection. Unless you request or agree otherwise, you will not accept written Trading Instructions. However, you may, at your sole discretion, require any Trading Instruction to be made in writing. You may also refuse any Trading Instruction, order or direction made from outside Canada.

You may at any time, and without notice to me, discontinue any product or service, or refuse to accept any Trading Instruction (such as stop losses, stop buys, etc.).

## 5. Payment and delivery

For my first trade, funds must be in my CIBC Investor Services Account on the date I place my order. For all subsequent trades, I must have funds in my Account by settlement date or by such earlier time as specified by you. Securities must always be in my Account (in negotiable form) when I place a sell order. Notwithstanding the foregoing, if my Account is a Registered Plan, the necessary funds or Securities must be in my Account before I place any order.

If I do not pay for or deliver securities to you as required under this Agreement, I will be responsible for any loss you sustain or costs you incur and you may, without prior notice to me, do whatever you consider is necessary in order to avoid or minimize any potential loss or inconvenience to you including, without limitation, any or all of the following:

- Borrow the securities necessary to make delivery
- Settle and then reverse the trade
- Refuse to accept any further trading orders from me unless the cash is in the Account at the time the order is placed
- Suspend my trading privileges, or terminate this Agreement

### Currency of Account

My Account has separate components for cash and securities denominated in various currencies, including Canadian dollars, U.S. dollars, British pounds, Swiss francs, Australian dollars, Japanese yen, New Zealand dollars, and euros. Securities will be held in the component of the Account that corresponds with the currency of my trade settlement instruction or other instruction. If I place a buy order in a Non-Registered Account without sufficient cash in the applicable currency of settlement, you may (without notice or demand to me) convert cash held in any component of the Non-Registered Account to the applicable settlement currency. If I instruct a buy order in a Registered Account without sufficient cash in the applicable currency of settlement, you will not carry out the order until I have converted cash from another component of the Registered Account into the applicable currency of settlement or made other settlement arrangements. Proceeds of sale and security entitlements received, such as dividends or interest, that are denominated in a currency other than the component of the Account in which the applicable security is held will automatically be converted into the currency of the component of the account in which the security was or is held. Interest is charged/paid and calculated separately for each currency component of my Account, if applicable. It is my responsibility to instruct you to hold securities in a particular component of the Account, and to convert cash between different currency components of a Registered Account for purchase transactions.

## 6. Trade confirmations, statements and performance reports

### Trade confirmations

Trade confirmations will be sent to me for each trade. I will examine every trade confirmation sent to me as soon as I receive it, and advise you of any errors. If I do not object within 10 business days of the settlement date shown on the trade confirmation, then you may consider the trade authorized, correct and complete, and I cannot object to it at a later date.

### Statements

Statements will be sent to me at least quarterly and on a monthly basis if I have effected a transaction or you have modified the balance of securities or cash in my Account other than as a result of dividends, interest or cash distributions. My statements will set out all the activity in my Account for the statement period. I will examine every statement sent to me as soon as I receive it and advise you of any errors. If I do not object within 45 days from the date of the statement, then you may consider that all transactions shown on the statement were authorized by me, all amounts charged to me are properly chargeable to me and there is no money or securities owing to me which are not shown, and I cannot object to the statement at a later date.

### Performance reports

You will send me an annual report on the performance of my Account, including information about the annualized percentage return my Account may have generated, and information about deposits and withdrawals I have made throughout the year.

## Benchmarking

A benchmark is a measure that can be used as a standard against which the performance of a portfolio may be evaluated. In selecting a benchmark, the financial product used should be representative of the securities and asset allocation of the portfolio to be evaluated. In calculating the performance of a portfolio, a number of factors should be considered including the returns of the portfolio, the risk incurred, the fees paid as well as other considerations. Some financial products such as indices are not directly investable and do not include fees, taxes, or other expenses that would otherwise reduce the performance of the benchmark.

## 7. Holding of cash and securities

For Accounts that are not Registered Plans, my cash and securities will be held by CIBC WM. For an Account that is a Registered Plan, my securities will be held by CIBC WM as agent for the Trustee. All securities will be registered in the name of CIBC WM, its nominee or agent, in bearer form or in such other name or form, or with any such custodian, clearing corporation or depository as you may determine and will be held and dealt with in accordance with securities industry practice and any requirements or recommendations of any securities commission or stock exchange in Canada.

### Segregation of cash balances

Except with respect to a Registered Plan, you do not have to segregate or hold any cash balances separately. In Accounts that are not Registered Plans, cash may be mixed with your general funds and used for the general purposes of your business, and the cash will be a debt owing to me by you.

### Rights relating to securities

I am responsible to know the rights relating to securities held in my Account including, without limitation, rights of redemption or exchange, any expiry of rights or warrants, tender offers, instalment receipts, partial calls and conversions. You shall not be liable if you fail to contact me about any of these rights. If my Account is credited with the amount of any interest or dividend payable on any security or in respect of the maturity of any security and final payment from the issuer is not received, then such credit may be reversed.

### Withdrawal of securities

If I want to withdraw securities or if I want you to deliver certificates or securities to me, then I agree to provide you written instructions. If I want delivery to be made to a third party, then I agree to give you written instructions. I understand and agree that I may receive securities of an equivalent amount of the same type, although not necessarily the same securities deposited or delivered to you. You may charge a fee for registration and delivery of securities. I understand and agree that you may not be able to deliver certificates or securities to me; for example if a transfer agent or registrar of the securities is unable to provide the certificates or the securities.

### Tax matters

If my Account is a Registered Plan, I am responsible for ensuring that contributions are within the allowable limits and all investments in such Account are qualified investments and not prohibited investments, under the *Income Tax Act* (Canada) and any applicable provincial tax legislation. I am responsible for taxes with respect to over-contributions and non-qualified and prohibited investments.

### Payment of interest

You may pay me interest, if any, on cash balances held in the Account and I will pay you interest on debit balances held in the Account.

Interest is calculated daily based on the closing debit or credit balance in my Account and charged or paid monthly. Interest will begin to be calculated as soon as there is a debit or credit balance in the Account. The interest accrual period is from the 16th day of the previous month to and including the 15th day of the current month, and is posted to my Account on the 16th day of the current month. Interest on debit and credit balances will be calculated separately at the appropriate tiered rates. You will deduct from my Account any interest I owe you.

You will set the interest rate to be used for calculating interest on debit and credit balances. The interest rates you charge on debit balances or pay on credit balances can be found on the pricing page at [investorsedge.cibc.com](http://investorsedge.cibc.com), or you can speak with our customer representatives by calling the telephone number available in the Contact us section below. If I have been charged interest for a debit balance, the applicable interest rates will be shown on my monthly statement.

The interest rates and the terms of interest rates applicable to debit or credit balances are subject to change from time to time in your sole discretion without further notice to me and may vary according to the size of the debit or credit balance. Interest amounts of less than C\$5.00 per month are neither charged nor paid on investment Accounts and interest amounts of less than C\$1.00 are neither charged nor paid on registered Accounts.

### Payment of money owing

I will pay you on demand any money owing to you arising in respect of the Account including interest. If I do not pay you in full any amount owing to you immediately after it is due, I will be in default. If no margin facility has been granted to me, and if an overdraft occurs in the Account, the overdraft must be paid immediately.

### Granting of security interest for debts owing

I deliver over, transfer, assign, hypothecate and pledge to you, and grant you a security interest in, all securities, securities entitlements, financial assets, investment property, financial investments, money, credit balances, rights and other property at any time held by you or on my behalf in the Account, other than with respect to an Account that is in an RRSP, RRIF or RESP and other than the right to the income stream under a RRIF, for an amount up to the available loan value of securities in my Account, as continuing collateral security:

- For any indebtedness incurred by me (including margin or any short position I have with you)
- For any debt or liability owing to you by me, regardless of how the debt or liability arose

This applies whether it is in the Account or in any other Account I may maintain with you either alone or jointly with others, or by reason of any guarantee which I have given you.

I will give you written notice before I give, transfer, assign or pledge to anyone else a security interest in the Account, and in any event, I may not grant a security interest in a Registered Plan or to the right to the income stream under a RRIF.

## 8. CIBC Investor Services' rights to limit potential losses

Except as otherwise provided, the following provision does not apply to an Account that is a Locked-in Plan. If I am in default or if the value of your collateral is jeopardized by:

- A fall in the market price of the securities in the Account
- By generally unfavourable market conditions
- By the occurrence of any event that might adversely affect the market price of the securities pledged

I grant to you the right and power of attorney to (without notice to me or demand for any additional margin) do any or all of the following:

- Sell any or all of the securities in any Account, held by you for me either individually or jointly with others
- Buy any or all securities necessary to cover short sales for the Account
- Cancel any or all open orders and close any or all outstanding contracts
- Refuse to allow any further margin or short purchases, apply the proceeds against the debt owing to you and close the Account
- Offset any credit balance owed to me by you or any member of the CIBC Group of Companies against any debit balance owed by me to you or any member of the CIBC Group of Companies, including the right to convert currency and move securities between different currency components of my Account in order to do so

I will be responsible for any deficiency remaining after you exercise any or all of the foregoing rights. You may decide which securities are to be sold or bought. Any such sales or purchases may be made by you without prior notice to me upon any exchange or other marketplace or by public or private sale on such terms and in such manner as you in your sole discretion may decide is advisable. I agree that any such sale is reasonable and necessary for your protection, having regard to the nature of securities markets, especially their volatility.

I irrevocably authorize any of your officers as my attorney to execute and deliver all documents, and to fill in all blanks in signed powers of attorneys or transfers, as is necessary in order to complete the transfer of the securities or any part of them.

The power of attorney referred to in this section is given for consideration and coupled with an interest.

I will pay you all costs and expenses (including reasonable legal costs) plus reasonable administration charges imposed by you for the collection of all or any of my indebtedness to you.

I will not hold you liable and will indemnify you for any taxes arising from any sale or disposition of assets in accordance with this section.

The balance of proceeds may be held by you, and may be applied on account of my debt to you when and in such manner as you decide. I will pay you any remaining balance owing to you.

All of the rights and the security interests given in this Agreement are in addition to, and do not replace or limit the liens or other rights to which you are entitled as my broker for any Account, including an Account in a Locked-in Plan.

## 9. CIBC Investor Services' right to combine accounts

This provision does not apply with respect to any Account that is a Registered Plan. If I have more than one Account with you, you may, without prior notice and at any time, combine those Accounts whether in respect of securities or money, and make such adjustments between those Accounts as you think fit. For example, you may transfer any credit balance from one Account to offset any debit balance in another Account. You may do this with respect to any Account in which I have an interest, whether jointly or otherwise.

## 10. CIBC Investor Services' right to use securities

Where necessary to comply with applicable legislation, rules and regulations that prohibit the acceptance of mutual fund trailing commissions by dealers who are not required to make a suitability determination, any mutual fund investments, orders to purchase, or receipt of transfers of such investments for my Account may be switched to a corresponding class or series of the same mutual fund with no trailing commission. A trade confirmation will be provided for these transactions and reflected in my next account statement. Information regarding the mutual fund class or series my units were switched into is available in a Fund Facts document through the fund manufacturer's website or by contacting CIBC Investor's Edge.

At any time when I have a short position or I am in debt to you:

- Any securities held by you for my Account, other than an Account that is in a Locked-in Plan, may, without notice to me, be pledged or re-pledged by you as security for any such indebtedness, whether for more or less than the amount due by me to you and either separately or together with other securities. You may, without notice to me, loan such securities either separately or together with other securities. I understand that if such securities have been loaned over the record date, the number of securities you may vote (directly or indirectly) on my behalf or the number of securities I may vote may not be counted and I agree to this risk associated with proxy voting.
- Any securities held by you for my Account, other than an Account that is in a Locked-in Plan, may, without notice to me, be used by you for making delivery against a sale, whether a short sale or otherwise and whether such sale is for my Account or that of another customer, or for a sale to any account that you or your partners, officers, or directors may have a direct or indirect interest in.

## 11. Trading authorization

If I appoint a Trading Authority on the Application or other form, the Trading Authority has the authority to give you Trading Instructions either orally or through an Electronic Access Device, for the purchase and sale of securities, on margin or otherwise, and to confirm those transactions.

That Trading Authority is not authorized to:

- Withdraw cash or securities from my Account
- Transfer cash or securities between accounts, unless placing a buy trade within a non-registered account with settlement instructions to debit a bank account previously designated by me, if permitted in the Application, as amended from time to time
- Receive Account correspondence
- Amend or sign Applications on my behalf

You may deal with the Trading Authority until you receive written notice from me that the Trading Authority has been revoked.

I ratify and confirm all instructions given by the Trading Authority and will indemnify you and hold you harmless against any loss, liability or expense (including reasonable legal costs) suffered by you in acting on the instructions of the Trading Authority unless and to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable determines that such loss, liability or expense were caused directly by your own negligence, fraud, willful misconduct or failure to comply with the laws that apply.

If I give trading authorization to more than one person, each person can deal independently with you without the consent of the others.

If I wish to provide additional authority to a Trading Authority, I acknowledge that I will need to provide you with a duly executed power of attorney.

## 12. Fees

I will pay the commissions and fees, as you establish from time to time and set out in the Commission and Fees Schedule, plus all expenses paid or incurred by you in order to carry out my instructions or to enforce this Agreement.

I understand that different fees may apply depending on the means (personal computer, in person or by telephone) by which I access my Account. I also understand that any reduced commissions for trades will not be provided to me should I subsequently revise or amend my prior trading request other than through the means of having the reduced rate.

I acknowledge receiving the current Commission and Fees Schedule along with the Application and this Agreement. I understand that fees and expenses will decrease the investment returns of my Account, and this effect will be compounded over time.

### Changes in fees

I understand and agree that you may change or implement commissions and fees for any Service at your discretion from time to time by setting out such commissions or fees in the Commission and Fees Schedule and by providing notice, if any is required. For example, you may change the fees for Registered Plans or implement fees for quote usage at your discretion from time to time by setting out such fees in the Commission and Fees Schedule and by providing any required notice.

### Taxes and other charges

You are authorized to deduct from my Account or from any payments received by you for my Account any applicable taxes including, without limitation:

- Any Goods and Services Tax and other tax, levy or duty levied upon or calculated with reference to the commissions, fees or expenses payable under this Agreement imposed by any federal, provincial or municipal government, or any of their agents
- Withholding taxes arising from U.S. source investments
- Withholding taxes arising on payments to non-residents of Canada
- Withholding taxes and any payments to government authorities arising from payments from a Registered Plan and from an Account that was a Registered Plan that has been de-registered
- Financial transaction taxes charged by any domestic or foreign governments. You are authorized to remit any taxes to any domestic or foreign government on my behalf.

### Debit fees from Account

You may debit any commissions, fees, expenses and taxes to the Account. If I do not have enough cash in my Account, you may sell securities in order to settle any such commissions, fees, expenses and taxes.

## 13. Password confidentiality

I agree to keep my Password(s) absolutely confidential and to ensure that my Password(s) is never disclosed, accidentally or otherwise, to anyone else at any time (including a close family member, a friend or any bank or public official). I agree to carefully select my Password(s) so that they cannot be easily guessed by anyone else. As more fully explained in the CIBC Electronic Access Agreement, as amended or replaced from time to time, I am responsible for claims, losses and expenses that result if:

- I claim that an Account or Service was accessed by someone else but I do not co-operate fully in an investigation by us or the authorities
- Someone else uses my User ID without my authority but my actions (or inaction) contribute to that unauthorized use

If I become aware of or suspect any unauthorized use of my Password(s), I will notify you immediately by telephone and follow the instructions that you give me.

## 14. Limitation of liability

### General

You are not responsible for any loss, costs, damages or any failure to obtain any profit in connection with my Account or any Service (including without limitation, the termination of any Account or Service), however caused, unless and to the extent that a court of competent jurisdiction by final judgement and having exhausted all appeals, determines that such loss, cost, damage or failure to obtain profit were solely caused directly by your own negligence, fraud, misconduct or failure to comply with the laws that apply. I agree that in no event will you be liable for any indirect, special or consequential damages, even if you were informed of the possibility of such damages and regardless of the cause of action.

### Access

You will make every reasonable effort to provide me with access to my Account or any Services either directly or through an Electronic Access Device. Notwithstanding the above paragraph, and without limitation, you will not be liable to me or others for any loss including any failure to obtain a profit, costs or damages which I may incur if access to my Account or any Service is not available or is delayed due to:

- Periods of exceptional increased volume or market activity or to allow for systems maintenance, updates or for any other reasonable cause
- Acts beyond your reasonable control including but not limited to acts of God, strikes, postal interruptions, lockouts, riots, acts of war, epidemics, fire, communication line failures, power failures, equipment or software malfunction, earthquakes or other disasters
- Government restrictions, exchange or market rules, suspension of trading

## 15. Information Providers

### Limitation of liability

Information provided to me through the Services may have been independently obtained from various Information Providers and is believed by you to be reliable and accurate. In no event will you or the Information Providers be liable to me or to others for any loss, damage or injury of any type caused or contributed to in any way by such information or the Services unless and to the extent that a court of competent jurisdiction in a final judgement that has become non-appealable determines that such loss, damage or injury were caused directly by your own or the Information Providers' own negligence, fraud, willful misconduct or failure to comply with the laws that apply. I agree that in no event will you be liable for any indirect, special or consequential damages, even if you or the Information Providers were informed of the possibility of such damages and regardless of the cause of action. For example, and without limitation, you and the Information Providers will not be liable if the information:

- Does not meet my needs
- Is delayed or is not available at any particular time or for any particular purpose
- Is not timely, in sequence, accurate, complete or suitable for any purpose



Information provided through the Services may include views, opinions and recommendations of individuals or organizations that may be of interest to investors generally. I understand that you do not endorse such views, opinions or recommendations, or give investment, tax, accounting or legal advice.

You nor any other party shall be liable for the accuracy or timeliness of any quotation provided through an Electronic Access Device or otherwise, except where such direct losses flow from your breach of applicable securities laws or self-regulatory requirements and I have taken reasonable action to mitigate these losses. "Real time" quotes provided through an Electronic Access Device, particularly in times of high volumes of trading and market volatility, may not be reflective of a current trading price of a security.

The terms of this section may be enforced against me by any of the Information Providers.

### Proprietary interest

Market data and other information provided through the Services is proprietary to you, the appropriate Information Provider(s) and your licensor(s) and is protected by applicable copyright law. I will not reproduce, sell, distribute, publish or commercially exploit the data without the express written consent of you and the appropriate Information Provider(s), as applicable. I will only use the market data and information for my own personal or business use.

## 16. Updating account information

I agree to promptly advise you if I need to update any information relating to my Account. In particular, I agree to provide you with immediately if my address, needs, or experience change or if there is any significant change in my financial affairs. I agree to provide you with written instructions, if requested.

I confirm that all information I provide to you is true, accurate and complete, and that I will notify you, in writing, of any change in such information, including if my financial situation changes.

I will also notify you promptly in writing, if I, or any of my affiliates, is or cease to be an "affiliate" or an "insider" of any reporting issuer or any other issuer whose securities are publicly traded. I should refer to the specific definition of "affiliate" and "insider" in the securities legislation of the province in which I am resident. The definition of "insider" in Canadian securities legislation generally means any director, senior officer or a significant securityholder of a public company or similar entity (i.e., reporting issuer) who holds direct or indirect beneficial ownership of, or exercises control or direction over, 10% or more of the securities of that company. "Publicly traded securities" means any securities that are traded in any public market. This includes domestic, foreign, exchange-listed and over-the-counter markets. However, this definition does not include issuers whose securities have been distributed through a private placement and are not freely tradeable. I acknowledge that certain Account transactions in securities of issuers with whom I have any such relationship may trigger insider reporting, "early warning" reporting, or take over bid rules. I acknowledge that you are not responsible for ensuring that I comply with such rules and that I have considered such rules when conducting transactions in my Account.

## 17. Responsibility

I will be responsible for any loss, cost or liability (including reasonable legal costs) incurred by you as a result of my failure to comply with the Agreement.

## 18. Currency exchange

If I make a trade involving a security, or have received corporate entitlements such as dividends or interest from an issuer of securities, which are denominated in a currency other than the currency of the component of the Account in which the trade is to settle (Foreign Trade), a conversion of currency shall be required. In all such transactions and at any time a conversion of currency is made, you or an affiliate of yours will act as principal with me in converting the currency at rates established or determined by you or parties related to you. In performing this function, you and the parties related to you will earn spread-based revenue (Spread), in addition to any commission or fees applicable to the Foreign Trade or the Account. The Spread is based on the difference between the rate we and our affiliates obtain and the rate you receive. The foreign exchange spread rates can be found on the pricing page at [investorsedge.cibc.com](http://investorsedge.cibc.com), or you can speak with our customer service representatives by calling the telephone number available in the Contact us section below.

The foreign currency conversion rate and the Spread will depend on market fluctuations as well as the amount, date and type of foreign currency transaction. Conversion of currency will take place at the trade date unless otherwise agreed. Spread rates are subject to change and will be posted on the pricing page.

## 19. Use of an agent

In performing your obligations under this Agreement, you may retain the services of a third-party agent who shall be obligated to discharge such obligations as may be delegated to it on your behalf in accordance with applicable regulatory requirements.

## 20. Conflicts of interest

### General

You will take reasonable steps to identify material conflicts of interest that exist or that you reasonably expect to arise between you and me **or between me and each individual acting on your behalf**. You will respond to each such conflict of interest as it arises by avoiding it, or by addressing and disclosing the conflict of interest to me. The *CIBC Code of Conduct* applies to all employees, contingent workers and directors of Canadian Imperial Bank of Commerce and its wholly-owned subsidiaries, and it sets out how you identify and avoid conflicts of interest. All material conflicts will be addressed in my best interests.

There are a few different types of conflicts that could potentially arise between CIBC and me.

### Potential conflicts between you and me

I understand that you will be compensated for the services you provide me through transaction commissions and other fees and charges. In addition to the fees that I pay you directly for the services you provide me (as described in the Commission and Fees Schedule provided to me), I understand that you or your affiliates may earn compensation in other, more indirect ways, which may give rise to a perceived or actual conflict of interest.

For example, you or your affiliates may earn compensation in connection with the provision of investment banking, prime brokerage, institutional brokerage or other services to issuers whose shares can be purchased by me. You may also receive compensation directly from mutual fund companies based on the amount of my investment in a mutual fund, and until June 1, 2022 you may receive trailing commission in respect of mutual funds held in my Account. You may receive ongoing compensation on other types of investment products for as long as I continue to hold the products in my Account. If I purchase an investment that you or your affiliates have structured, or that one of your affiliates manages, I understand that there may be embedded fees in that product which will be paid to you or your affiliate. When I place a trade, you may act as principal on the other side of that trade, which may give rise to additional compensation to you, or you may receive compensation from the marketplace to which the trade is sent. You may also receive compensation from the spreads on certain investments I may purchase, such as bonds, or investments denominated in a foreign currency where you convert the currency.

While CIBC Investor's Edge does not receive referral fees, Premium Edge representatives may refer their clients to another member of the CIBC Group of Companies. Premium Edge representatives' annual compensation will take into account referrals among the CIBC Group of Companies. This conflict is managed by your compensation plan, which is structured so that the financial benefit received by the representative in respect of referrals is effectively the same as if the referral had not taken place, so that any referral recommendations to me will always be in my best interests.

In all cases where you receive additional fees or other benefits based on the investments I choose, I understand that this may create a perception that you favour certain investments over others. I acknowledge that you have controls in place to manage these types of conflicts, including a compensation program for CIBC Investor's Edge representatives that is unrelated to sales, and providing equal access to available product types. I should ask a customer representative if I have any questions.

CIBC Investor's Edge endeavours to provide a wide selection of securities and investment products for its clients, but only those that are approved can be made available for purchase. Certain products may not be available due to operational limitations or lack of client demand, and CIBC Investor's Edge only makes available structured products, including principal protected notes or market-linked GICs, that are issued by the CIBC Group of Companies. CIBC Investor's Edge manages this inherent conflict of interest by regularly comparing the CIBC structured products to alternatives available in the market so that a full suite of structured product options is available to clients.

CIBC Investor's Edge offers securities and products issued or offered by CIBC or its affiliates, and also those issued or offered by third parties. We manage this inherent material conflict of interest by providing equal access to approved non-proprietary products for CIBC Investor's Edge clients.

## Related and connected issuers

I understand that the following sections describe existing or potential conflicts of interest as between you and other issuers and registrants.

I acknowledge and agree that from time to time at my request you may execute trades for my Account in securities of an issuer related or connected (as defined below) to you. For the purposes of this Agreement, a person or company is a “related issuer” to you if, through the ownership of, or direction or control over, voting securities or otherwise, (i) the person or company is an influential securityholder of yours, (ii) you are an influential securityholder of the person or company, or (iii) each of you and the person or company is a related issuer of the same third person or company. In this context, the term “influence” means having the power, directly or indirectly, to exercise a controlling influence over the management and policies of the issuer, whether alone or in combination with one or more persons or companies. A person or company is a “connected issuer” to you if there is a relationship between the issuer and you, a related issuer of yours, or a director or officer of yours or the related issuer of yours, that might lead a reasonable prospective purchaser of the securities of the connected issuer to question whether you and the issuer are independent of each other for the distribution of the issuer’s securities.

## Relationships with Related and Connected Issuers Disclosure

Securities laws in Canada require registered firms such as CIBC Trust Corporation, CIBC Asset Management Inc., CIBC Investor Services Inc., CIBC Securities Inc., CIBC World Markets Inc. (operating as CIBC Wood Gundy), and CIBC World Markets Corp. (referred collectively as the “Registrants” and individually as “Registrant”) to provide certain disclosures to their clients when they trade in or advise with respect to their own securities or securities of certain other issuers to which they, or certain other parties related to them, are “related” or “connected”.

The following sets out the names of the various entities that are either related or connected to the Registrants and a brief explanation relating to these entities’ relationship with the Registrants. This Disclosure will be updated from time to time and is available at [www.cibc.com](http://www.cibc.com) or you can contact us to request a copy free of charge at any time.

### 1. Related issuers to the Registrants

A person or company is a “related issuer” to a Registrant if, through the ownership of, or direction or control over, voting securities or otherwise, (i) the person or company is an influential securityholder of the Registrant, (ii) the Registrant is an influential securityholder of the person or company, or (iii) if each of them is a related issuer of the same third person or company.

The following entities, which are reporting issuers or have similarly distributed securities, are related issuers of the Registrants:

- i) Canadian Imperial Bank of Commerce (“CIBC”): each of the Registrants is a wholly-owned direct or indirect subsidiary of CIBC.
- ii) CIBC Trust Corporation: the corporation is a wholly-owned subsidiary of CIBC.
- iii) Other Related Issuers: CIBC holds, or has the power to direct the voting of, or has direct or indirect beneficial ownership of, voting securities entitling CIBC to cast more than 20% of the votes for the election or removal of the directors of the following issuers:
  - FirstCaribbean International Bank (Bahamas) Limited
  - FirstCaribbean International Bank Limited

## 2. **Connected issuers to the Registrants**

An issuer distributing securities is a “connected issuer” to a Registrant if there is a relationship between the issuer and the Registrant, a related issuer of the Registrant, or a director or officer of the Registrant or the related issuer of the Registrant, that might lead a reasonable prospective purchaser of the securities of the connected issuer to question whether the Registrant and the issuer are independent of each other for the distribution of the issuer’s securities.

The CIBC Mutual Funds, the CIBC Family of Portfolios, the Imperial Pools, the Income Generation Portfolios, the Renaissance Investments Family of Funds, the Renaissance Private Pools, the Axiom Portfolios, CIBC Alternative Mutual Funds, CIBC Fixed Income Pools, CIBC Wood Gundy Enhanced Equity Fund, the CIBC Exchange Traded Funds, the CIBC Canadian Depository Receipts, the CIBC Pools, the mutual funds advised by CIBC Private Wealth Advisors, Inc., and pooled funds managed by CIBC National Trust Company are all connected issuers of the Registrants. In addition, other mutual funds or pooled funds managed or advised by CIBC, CIBC Asset Management Inc., CIBC Private Wealth Advisors, Inc. and CIBC National Trust Company or their respective associates and affiliates, that may be launched, from time to time, will be connected issuers to the Registrants.

Issuers of CIBC sponsored asset-backed debt securities are also considered connected issuers of the Registrants, as CIBC is the founder and organizer of these issuers. Broadway Credit Card Trust, SAFE Trust, SOUND Trust, CARDS II Trust, and ClareGold Trust are connected issuers of the Registrants.

In addition, in certain circumstances, issuers with whom CIBC or CIBC World Markets Inc., its Canadian dealer affiliate (such as CIBC lending to such issuers or CIBC World Markets Inc. acting as an underwriter for securities of such issuers) may be considered connected issuers of the Registrants.

For a list of the current connected issuers of the Registrants, other than the issuers referred to above, please contact us.

## 3. **Related Registrants**

The Registrants are related to each other by virtue of their parent company, CIBC, being the sole direct or indirect shareholder of each of the Registrants.

All of the Registrants have adopted strict compliance procedures to ensure that they avoid conflicts and that their businesses are conducted with integrity and in accordance with the law.

## 21. **Leverage disclosure**

I acknowledge that I understand that borrowing money to invest in securities (i.e. “leveraging”) involves greater risk than buying securities using cash only and that I understand the following information with respect to leveraging.

Securities may be purchased using cash, borrowed money, or a combination of cash and borrowed money. If I use cash to pay for the purchase in full, the percentage gain or loss will equal the percentage increase or decrease in the value of the securities. The purchase of securities using borrowed money magnifies the gains or loss on an investment. This effect is called leveraging.

For example, if \$100,000 of securities are purchased and paid for with \$25,000 from available cash and \$75,000 from borrowings, and the value of the security declines by 10% to \$90,000, the equity interest (the difference between the value of the security and the amount borrowed) has declined by 40% (i.e. from \$25,000 to \$15,000).

It is apparent that leveraging magnifies gains or losses. It is important to know that a leveraged purchase of securities involves greater risk than a purchase using cash resources only. To what extent a leveraged purchase involves undue risk is a determination to be made on an individual case-by-case basis by each purchaser, and will vary depending on the circumstances of the purchaser and the securities purchased.

It is also important to be aware of the terms of arrangements made where a loan is secured by securities. The lender may require that the amount outstanding on the loan not rise above an agreed percentage of the market value of the security. Should this occur, the borrower must pay down the loan or sell the units so as to return the loan to the agreed percentage relationship. In the examples above, the lender may require that the loan not exceed 75% of the market value of the security. On a decline in value of the security to \$90,000, the borrower must reduce the loan to \$67,500 (75% of \$90,000).

If the borrower does not have cash available, the borrower must sell units of the security at a loss to provide money to reduce the loan.

Money is, of course, also required to pay interest on the loan. Under these circumstances, investors who leverage their investments are advised to have adequate financial resources available both to pay interest, and also to reduce the loan if the borrowing arrangements require such a payment. Regardless of any decrease in the value of the security, the full value of the loan must be repaid.

If you grant me a margin facility, I understand and agree to the margin agreement that follows in the Margin Agreement section.

## 22. Class action claims

You may send me all notices of pending class action group filings/formations ("Pendency Notices") and notices that inform what course of action to take if a securityholder wishes to forego receiving future mailings on the pending class action ("Exclusion Forms/Notices"). You will send me forms for securityholders to complete ("Proof of Claim Forms") and return to the class actions administrator. It is very important that I read the Proof of Claims Forms. I will be responsible for taking any or all action in connection with a class action or any other legal claim in connection with securities of an issuer, including with respect to completing the Proof of Claim, obtaining any required supporting evidence of ownership/transaction and returning all of this information to the class actions administrator or other designated party before the prescribed cut-off date noted in the Form.

**Important note: If I wish to collect the proceeds from any class action settlement or judgment, typically I do not need to take any action if I receive the Pendency Notices and the Exclusion Forms/Notices but I must typically complete and return the Proof of Claims form.**

## 23. Miscellaneous

### Communications

Unless otherwise provided for in this Agreement or the declaration of trust governing an Account that is a Registered Plan, the following applies:

Any notice or communication required or permitted to be given by me under this Agreement must be given in writing, signed either by me or my duly authorized agent and may be given by prepaid mail or by hand-delivery. Any communication sent to you will be effective, and treated as having been given to and received by you, only upon actual receipt by you.

This section will govern notice of change of address. It is my responsibility to keep my personal information up-to-date. All communication will be sent to the last known address on file for me.

You will be fully protected in acting upon any instruction, instrument, certificate, or paper transmitted by telephone, telegram, facsimile machine or other Electronic Instruction believed by you to be genuine and to be signed or presented by me, and you will be under no duty to make any investigation or inquiry as to any statement contained in any such communication and may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

I will indemnify and hold you harmless for and from any claims, losses, damages, including costs and reasonable legal fees, charges and expenses relating thereto against you or any of your directors, officers, servants, agents or employees arising from your reliance on any such communication or on my signature on any document or instrument thus transmitted. I acknowledge and agree that this section, including the indemnity provided by me, will apply to any communication provided to you by an attorney(s) appointed from time to time in respect of my Account, provided that you have been notified of such appointment.

## Communication to me from you

I have read and understand the Consent to Electronic Delivery of Documents ("Consent") and, by registering for online or mobile brokerage services, I consent to the electronic delivery of documents (as defined in the Consent) that you elect to deliver to me electronically on the terms set out in the Consent.

If I do not wish to consent to the electronic delivery of one or more document types, or for one or more Accounts, I can revoke or change this consent at any time by updating the mailing options page (as defined in the Consent) or by speaking with a CIBC Investor's Edge customer representative or by sending a regular mail with the information available in the Contact us section below.

Any other communication from you to me (which may include but is not limited to notices, margin calls, demands, and reports),

- If mailed by prepaid mail, will be deemed to have been received on the third business day after the date that was post marked upon it, whether or not I actually received them
- If sent by phone, facsimile or other means of Electronic Instruction, will be deemed to have been received on the day sent where such day is a business day or the following business day if such day is not a business day, whether or not I actually received them
- If delivered by hand, will be deemed to have been received at the time it is delivered whether or not I actually received them

## Notice to us by third party

If you or any member of the CIBC Group of Companies incurs any expenses, including reasonable legal fees in responding to any third-party legal notice or document with respect to me or the Account, you may charge the full amount of such expenses to the Account as out-of-pocket expenses. You may, but are not required to, notify me of the receipt of any legal notice or document before you comply with it. You may serve me with any legal notice or document by communicating it to me as set out above. Any payment made by you to a third-party claimant under any legal process, if the payment is made in good faith, is a discharge of your obligations with respect to the Account, to the extent of the amount paid.

## Telephone calls

You may record all of your telephone conversations with me which occur on the order phone line and may record such other phone calls as you decide. Calls are recorded and may be monitored to ensure accuracy, security and service quality. I agree that any such tapes will be admissible in court.

## Records

You may maintain a database of my instructions. Your records will be conclusive and binding on me in any disputes, including in any legal proceedings, as the best evidence of my instructions, in the absence of clear proof that your records are wrong or incomplete.

## Unclaimed property

If my Account or the securities in my Account become unclaimed property within the meaning of any applicable legislation governing unclaimed property or otherwise, you may take whatever steps are required under such legislation including selling any or all of the securities in my Account for the purpose of converting my Account holdings to cash.

## Waivers

No waiver of any right or obligation or any remedy for breach of any provision of this Agreement will be effective or binding unless made in writing and signed by whoever is purporting to give the waiver and, unless otherwise provided, will be limited to the specific right, obligation or breach waived. Failure at any time to require performance of any provision of this Agreement by you will not affect in any way your full right to require such performance at any subsequent time; nor will a waiver of a breach of any provision of this Agreement by you be taken or held to be a waiver of the provision itself.

## Indemnity

I will indemnify and hold you, your affiliates and your respective directors, officers, employees and agents (each, an "Indemnified Party") from and against any claims, losses, damages, including costs and reasonable legal fees, charges and expenses relating thereto (collectively, "Losses") arising out of or in relation to (i) any breach by me of the terms of this Agreement; and (ii) any claim asserted by any supervisory or regulatory authority and arising out of any breach by me of applicable legislation, rules, regulations, or the provisions of this Agreement. The foregoing, indemnity, and any other indemnity in this Agreement, shall cease to apply to an Indemnified Party if and to the extent that a court of competent jurisdiction by final judgment and having exhausted all appeals, determines that such Losses to which an Indemnified Party may be subject were solely caused directly by the negligence, fraud or misconduct of such Indemnified Party, or the failure of such Indemnified Party to comply with the laws that apply.

## Assignment

Other than with respect to making an assignment to a qualified subscriber of an RESP, or a valid designation of successor holder of a TFSA or successor annuitant of a RRIF, which are subject to the applicable declaration of trust, this Agreement and any rights, interests or obligations under this Agreement will not be assignable by me without your prior written consent, which consent may be arbitrarily withheld, in your discretion. Any attempt to so assign or transfer is null and void. You may, without my consent and on 30 days written notice to me, assign the Agreement or any rights or obligations in this Agreement in whole or in part, in which case the assignee or transferee will be bound by, and you will be released of, your obligations under this Agreement.

## Binding effect

This Agreement will ensure to the benefit of and be binding upon you and me and our respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

## Power of attorney or other legal representative during my life

I may, by way of a duly executed power of attorney, in a form acceptable to you, appoint an agent to deal with the Account as my agent; however you reserve the right to require proof or validation of such agent's authority satisfactory to you, including requiring court documentation to that effect. You also have the right to refuse to deal with my agent in your discretion. I release you from any claim or liability when acting upon the instructions of such agent unless and to the extent that a court of competent jurisdiction in a final judgement that has become non-appealable determines that such claim or liability was caused directly by your own negligence, fraud, willful misconduct or failure to comply with the laws that apply. Unless my power of attorney specifically states otherwise, my agent appointed under such power of attorney may provide you with information necessary for the "Know Your Client" regime under securities regulation and you may rely on such information. However, you may insist upon receiving "Know Your Client" information from me at your discretion.

If anyone is appointed, either by statute or by court order as guardian of my property, you reserve the right to require proof or validation of such guardian's authority satisfactory to you, including requiring court documentation to that effect. Unless the legislation or court order appointing such guardian otherwise states, such guardian may provide you with information necessary for the "Know Your Client" regime under securities regulation and you may rely on such information.

## Death of an Account Holder

Upon my death, an Account in a Registered Plan will be dealt with in accordance with the Application and declaration of trust relevant to that Account if it is a Registered Plan. Upon my death, for an Account not in a Registered Plan, other than an Account which was designated Joint Account with Right of Survivorship, you may deal with my Estate Representative.

## Access to the court

If there is a dispute or uncertainty about who is legally entitled to or authorized to instruct on the Account and direct payment from the Account during my life, who is legally entitled to assets within my Account, or who is entitled to apply for and accept payment from the Account on my death, or, in your view, a failure of persons entitled on my death to properly instruct you regarding the Account, you are entitled to either apply to the courts for directions or pay the Account assets or portion thereof into court and be discharged on such payment, and, in any such case, fully recover any legal costs you incur from the Account.

## Amendments

You may amend this Agreement at any time by giving me written notice, which may include communication via an Electronic Access Device. My first transaction in the Account following notification of a change to this Agreement constitutes my acceptance of the change as of the effective date set out in the notice.

## Terminations

You may terminate this Agreement at any time without notice. I may terminate this Agreement at any time by giving you written notice. Any termination will not affect the liabilities or obligations of the parties under this Agreement incurred prior to termination and provisions regarding liability, limitations of liability and indemnification will be deemed to survive termination or expiry of the Agreement.

## Freezing or closure of Account

You may freeze or close my Account without notice if required by law or if at any time you have reasonable grounds to believe that I did or may commit fraud, use my Account for any unlawful or improper purpose, cause a loss to you, operate my Account in a manner unsatisfactory to you or contrary to your policies, violate the terms of any agreement applicable to my Account or any Account-related service, or for any other reason that you, in your sole discretion, deem prudent. You may also freeze or close my Account if I am a victim of fraud or identity theft in order to prevent future losses. Upon freezing or closing my Account, you will have the right to, among other things, redeem securities and convert securities to certificate form.

## Unpaid fees

I will pay all accrued and unpaid fees due to you as of the date of termination of this Agreement upon receipt of the final invoice.

## Residency

If I move outside of Canada even temporarily, you may not be allowed to provide services to me or your ability to do so may be limited, and as a result you may be required to close my Account. If my country of residence changes, I will be responsible for any withholding taxes that arise and agree to close my Account, if required.

## Severability

If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to the parties.

## Rules and regulations

Applicable legislation, rules and regulations and other rules and regulations of the Canadian Investment Regulatory Organization, any applicable exchange, markets or clearing houses or other rules and customs of brokers apply to my transactions and Trading Instructions, and I will comply with them.

## Other documents

The terms, rules, procedures, fees and charges set out in any written or computer-generated instructions, manuals or other such documents relating to an Account or any Service form part of this Agreement.



## Governing law

This Agreement will be governed by and construed and enforced in accordance with the laws of the province or territory of Canada in which I primarily reside and the laws of Canada applicable therein. If I do not reside in a province or territory of Canada, then this Agreement will be governed by and construed and enforced in accordance with the laws of the province of Ontario and the laws of Canada applicable therein.

## Privacy

You agree that your personal information will be handled in accordance with your product application and the CIBC privacy policy, available at any banking centre or online at [www.cibc.com/privacy](http://www.cibc.com/privacy), which tells you:

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

## Entire Agreement

This Agreement, as amended from time to time, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and cancels and supersedes any other agreements and understandings between the parties with respect to such subject matter, whether written or oral, that were made prior to this Agreement, other than as expressly set out in this Agreement. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set out in this Agreement.

## 24. Québec only

The parties acknowledge that they had the opportunity to consult the French version of the agreement and confirm that it is their express wish to be bound by the English version of the agreement. The parties also confirm that it is their express wish that the documents related thereto be drawn up in English. *Les parties reconnaissent qu'elles ont eu l'opportunité de consulter la version française de l'entente et confirme leur volonté expresse d'être liées par la version anglaise de l'entente. Les parties confirment également leur volonté expresse que les documents s'y rattachant soient rédigés en anglais.*

# Margin Agreement

## 1. General

Margins are not permitted for Registered Plans, and no provision in this Agreement shall be construed in any way to vary or be seen to vary any provision in any Registered Plan regarding borrowing.

If I wish to purchase securities and have insufficient funds in my Account at the time of settlement, you may lend amounts to me from time to time not exceeding the available loan value of securities in my Account (as determined by you in accordance with your usual practice). You will charge those loans to my Account.

If I do not have sufficient cash and securities in my Account to meet your margin requirements at the time I place the order, I will deposit additional cash or securities sufficient to meet the necessary margin by trade date or by such earlier date as you may require.

## 2. Margin requirements

I will maintain such margin as you may in your absolute discretion request from time to time. If there is a decline in the market value of securities in the Account, you may require additional margin. However, you retain the right to require additional margin at any time for any reason. If additional margin is required, then I will deliver to you either cash or additional marginable securities as you require.

## 3. CIBC Investor Services' rights to limit potential losses

I understand that you may sell any or all of the securities in my Account in accordance with your rights under the Customer Agreement (CIBC Investor Services' Rights to Limit Potential Losses) and that such rights can be exercised without notice to me or demand for any additional margin.

## 4. CIBC Investor Services' right to cancel

You may cancel the undrawn portion of the margin facility, at any time, without notice.

## 5. CIBC Investor Services' right to use securities

At any time when I have a short position:

- Any securities held by you for my Account other than an Account that is in a Locked-in Plan, may, without notice to me, be pledged or re-pledged by you as security for any of your indebtedness, whether for more or less than the amount due by me to you and either separately or together with other securities. You may, without notice to me, loan such securities either separately or together with other securities. I understand that if such securities have been loaned over the record date, the number of securities you may vote (directly or indirectly) on my behalf or the number of securities I may vote may not be counted and I agree to this risk associated with proxy voting.
- Any securities held by you for my Account other than an Account that is in a Locked-in Plan, may, without notice to me, be used by you for making delivery against a sale, whether a short sale or otherwise and whether such sale is for my Account or that of another customer, or for a sale to any account that you or your partners, officers or directors may have a direct or indirect interest in.

## 6. Payment on demand

All moneys owing on the margin facility are repayable on demand.

## 7. Transactions subject to securities regulation

All transactions in my Account are subject to the regulations of the Canadian Investment Regulatory Organization and the relevant securities exchange or marketplace.

## 8. Customer Agreement

The terms of this Margin Agreement form part of and are incorporated into the Customer Agreement so that all terms of the Customer Agreement are applicable to margin dealings. If there is a discrepancy between this Agreement and the Customer Agreement, this Agreement shall apply.

# Derivatives Trading Agreement

If you permit me to trade in exchange-traded put or call options (“Options”), I understand and agree as follows:

## 1. Compliance

Each Option transaction will be subject to the by-laws, regulations, rules, rulings, policies and customs (whether in force at the time of an Option transaction or subsequently adopted) of the governing regulatory bodies and any exchange, clearing corporation or other organization on or through which the Option is traded or issued, and will also be subject to your rules, regulations and policies for Option trading (collectively, the “Rules”).

I understand that the Rules may set settlement dates and may provide for position limits including maximum limits on short positions (if allowed), exercise limits, margin requirements and the requirement for cash only trades during certain periods, such as the last 10 business days prior to expiry of an Option. In addition, you or the governing regulatory bodies may enact other rules affecting existing or subsequent transactions. You may, without notice to me, take any actions with respect to my Account as are necessary to comply with the governing regulatory bodies, including the provision of information to regulators regarding derivatives positions, transactions and limits. I have received, read, and understood the Derivatives Risk Disclosure Statement approved by certain Canadian securities regulators, and found in this booklet.

## 2. Execution of orders

You have the right to determine whether or not to accept any order for a trade in an Option. I consent to you or your affiliates acting as principal or market maker on the other side of a transaction or as part of larger transactions for my Account, and agree to pay you the applicable commissions on these transactions. You or your affiliates may earn revenue based upon the difference between the applicable bid and ask rates.

### Instructions

I agree to provide you with complete instructions as to the sale, close out or exercise of any Option or as to any other action to be taken in connection with such Option. With respect to expiring Options, I agree to instruct you by no later than 3:30 p.m. EST on the business day preceding the expiry of the Option or by such other time as you may require. You may take any action with respect to an Option that you, in your sole discretion, determine should be taken if I fail to give you complete and timely instructions, but you have no obligation to take any actions without my instructions.

### Valuable Options

When you elect to exercise a Valuable Option, you may concurrently arrange for the sale of the underlying securities to be received on exercise of the Option, and you shall be entitled to receive all applicable commissions and other compensation, both on the exercise and on the sale. In no event will you be responsible or accountable for any loss or damage I may incur, or profit I may fail to make, because of your exercise or failure to exercise the foregoing authority. The term “Valuable Option” means an in the money Option which appears at the relevant time that it can be exercised and underlying securities resold with a profit after paying commissions and other expenses in connection with the exercise and resale.

### Business Hours

You will be open during local business hours but may execute orders at any time when the applicable exchange is open for trading, whether or not CIBC Investor Services Inc. is then open for other customer business.

## 3. Exercising options

All exercise and assignment of exercise notices for exercising options will be allocated on a random basis. In all such transactions, I will either have the underlying security in my account, or will make a concurrent order to purchase and/or sell sufficient securities.

#### **4. Authority of CIBC Investor Services**

Whenever you deem it necessary or advisable, you are authorized in your sole discretion and without notification to me, to take such steps as you may deem appropriate to protect your positions and any obligations which you may have assumed at my request, including without limitation, the right to buy or sell short for my Account and risk any part or all of the shares underlying the options as you may deem necessary for your protection. You may take such actions at your sole discretion without prior notice, demand, tender or call to me.

#### **5. Errors and omissions**

You shall not be liable for errors or omissions in the execution, handling, purchasing or exercising or enforcement of any Options contract, including your failure to exercise any authority you may have under this Agreement or otherwise unless and to the extent that a court of competent jurisdiction by final judgment and having exhausted all appeals, determines that such errors or omissions were solely caused directly by your own negligence, fraud, misconduct or failure to comply with the laws that apply.

#### **6. Customer Agreement**

The provisions of this Derivatives Trading Agreement form part of and are incorporated into the Customer Agreement so that all of the terms of the Customer Agreement are applicable to Options dealings, including, without limitation, the margin and payment requirements. If there is a discrepancy between this Agreement and the Customer Agreement, this Agreement shall apply.

#### **7. Miscellaneous**

I acknowledge that I may not establish an Option position with one firm and, while maintaining it, have the same position closed out through another firm.

# Derivatives Risk Disclosure Statement

This risk disclosure statement does not disclose all of the risks and other significant considerations associated with trading in derivatives. In light of the variety of risks involved, you should undertake such transactions only if you understand the nature of the contracts, the contractual relationships into which you are entering and the extent of your exposure to risk. Trading in derivatives is not suitable for everyone and often entails a high level of risk. Trading in derivatives should be made with caution and you should carefully consider whether such transactions are appropriate for you in light of your personal and financial circumstances, investment needs and objectives, investment knowledge, risk profile, investment time horizon, and other relevant circumstances. You should consult with your own business, legal, tax and account advisers before engaging into such transactions.

## You may lose more than the amount of funds deposited

A characteristic of many derivatives is that you are only required to deposit funds that correspond to a portion of your total potential obligations and yet your profits or losses are based on changes in the total value of the derivative. This inherent leverage characteristic means that losses incurred can greatly exceed the amount of funds deposited. A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit. Your dealer may require you to deposit additional funds on short notice to maintain your position as the value of the derivative changes. If you fail to deposit these funds, your dealer may close out your position at a loss without warning and you will be liable for any resulting deficit in your account.

## Using borrowed funds carries greater risk

Using borrowed funds to finance a derivatives transaction involves greater risk than using cash resources only. If you borrow money, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the derivative declines.

## Deposited cash and property

You should familiarize yourself with the protections accorded to money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules.

## Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

## Fluctuations in price or value

The price and value of derivatives can be adversely affected by volatile market conditions and such occurrences may significantly increase your risk exposure. There are a variety of market factors and conditions which can directly or indirectly affect derivatives such as market demand and supply, interest rate, foreign currency exchange rate, indices, commodity prices, equity prices, investor perception and other political or economic factors. Since derivatives are linked to one or multiple underlying interests, the price or value of the derivatives may also be subject to considerable fluctuations due to the risks associated with the underlying interest. The level of sensitivity of an underlying interest with specific market conditions can have wide implications on the value of derivatives linked to that underlying interest. For example, when two or more factors are affecting one or more underlying interests of a derivative, its value may become unpredictable. A small movement in the price of one underlying interest can cause a sudden and large fluctuation in a derivative's value.

## Hedging and risk management strategies

Hedging transactions may require constant monitoring. A failure to adjust your hedging transaction in light of changing market conditions may result in the position becoming either under-hedged or over-hedged and losses can ensue.

The placing of certain orders (e.g. "stop-loss" or "stop-limit" orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

## Listed derivatives

Under certain market conditions, you may find it difficult or impossible to liquidate or offset an existing position on a marketplace (e.g. buy-to-close or sell-to-close order). This can occur, for example, when the market reaches a daily price fluctuation limit ("daily price limit" or "circuit breakers").

You should ask your dealer about the terms and conditions of the specific derivatives which you are trading and associated obligations. Under certain circumstances the specifications of outstanding contracts may be modified by the marketplace or clearing house to reflect changes in the underlying interest.

## Over-the-counter derivatives

Over-the-counter derivatives (OTC derivatives) trading is not done on a marketplace. Your dealer is your trading counterparty. When you sell, your dealer is the buyer and when you buy, your dealer is the seller. As a result, when you lose money trading, your dealer may be making money on such trades, in addition to any fees, commissions, or spreads it may charge.

An electronic trading platform for trading OTC derivatives such as contracts for difference and foreign exchange contracts is not a marketplace. It is an electronic connection for accessing your dealer. You are accessing that trading platform only to transact with your dealer. You are not trading with any other entities or clients of the dealer by accessing such platform. The availability and operation of any such platform, including the consequences of the unavailability of the trading platform for any reason, is governed only by the terms of your account agreement with the dealer.

You are limited to your dealer to offset or liquidate any trading positions since the transactions are not made on a marketplace. As such, it may be difficult or impossible to liquidate an existing position. The customized nature of certain OTC derivatives may also add to illiquidity.

The terms of OTC derivative contracts are generally not standardized, and the prices and characteristics are often individually negotiated with your dealer. A central source to obtain or compare prices may not exist. It may be difficult to assess the value, to determine a fair price or to assess the exposure to risk. You should ask your dealer about the terms and conditions of the OTC derivative contracts you are trading and understand the related rights and obligations.

# Consent to electronic delivery of documents

By registering for online or mobile brokerage services, I consent to receive electronically all of the following documents and information (“documents”) that relate to my CIBC Investor’s Edge accounts with CIBC Investor Services Inc. (the “account”):

- Account statements
- Year-end Account Report
- Trade confirmations
- Tax documents
- Prospectus
- Fund Facts
- Marketing and offering documents
- Disclosure documents including account agreements, exchange agreements and fees
- Notifications and communications including confirmations and notices of changes to account agreements, exchange agreements and fees, and
- Any other electronic documents that subsequently are made available and required by law to provide in writing

Application of the consent: My consent applies to the account I currently have and any accounts or products I may obtain in the future. You may ask me to confirm this consent for any products I obtain in the future. I understand that this consent applies only to the copy of the document that would otherwise be mailed to the primary mailing address of record for the particular account and does not apply to any additional or duplicate copies that I have requested to be delivered to any other addresses. My consent takes effect upon first accessing CIBC Investor’s Edge using an Electronic Access Device.

I acknowledge that this consent will apply to all selected documents for all accounts as indicated on the Mailing Options Page for my CIBC Investor’s Edge online account, and to specific documents that I elect to receive electronically.

When consent takes effect: My consent for electronic delivery of documents takes effect immediately, but I may continue to receive paper documents by mail for some time. My consent to electronic delivery will replace all my current settings, preferences and alerts for all my current accounts.

Paper documents: I can request paper copies of documents by contacting CIBC Investor’s Edge. You may provide me with documents by mail if you consider it appropriate or if you are unable to provide them electronically (including where documents are not currently in digital form) to the primary mailing address of record for the particular account.

Availability: My statements, trade confirmations and tax documents are available in CIBC Investor’s Edge website and the CIBC Wealth App. I can access them from [investorsedge.cibc.com](http://investorsedge.cibc.com) and they are accessible for seven years after they are posted. I will be notified of the availability of a statement, trade confirmation or tax document upon logging into CIBC Investor’s Edge using an Electronic Access Device.

Other documents may be delivered to me as follows and I am responsible for retaining a copy of these electronic documents:

- Presented to me when I sign into CIBC Investor’s Edge online using an Electronic Access Device or as part of a transaction or selection. These documents may only be available at the time they are presented.
- Sent by email, if I have provided you with my personal email address.

Contact Information: I am responsible for keeping my contact information, including my mobile phone number and email address up to date to ensure I receive my documents electronically and or in paper.

Revoking My Consent: If I would like to revoke my consent for electronic delivery, I can change my preferences by visiting the Mailing Options Page after signing into my CIBC Investor’s Edge account using online or mobile services, or calling the CIBC Investor’s Edge Contact Centre available in the Contact us section below. I may still receive electronic delivery of documents issued by us before the revocation takes effect.

I understand that upon closure of my account at CIBC Investor’s Edge, I will no longer have online access to documents for that account, and therefore any documents required to be delivered after account closure will be delivered by mail to my last primary address in our records.

Changes to this Consent: You may change any terms and conditions of this consent from time to time and a notice of the change will be: i) posted on CIBC Investor’s Edge website; (iii) provided in my statement; (iv) sent to the last email address I provided in your records; or (v) mailed to me at my last primary address in our records. If I access CIBC Investor’s Edge after the effective date of the change using any Electronic Access Device, it will mean that I have agreed to the change. If I do not agree to a change, I must immediately revoke my consent as provided under “Revoking My Consent” above.

# Referral disclosure statement

CIBC Investor's Edge (a division of CIBC Investor Services Inc.) and CIBC Wood Gundy (a division of CIBC World Markets Inc.) and Canadian Imperial Bank of Commerce (CIBC) (the "Participants") have entered into referral arrangements (the "Referral Arrangements"). The purpose of the Referral Arrangements is to facilitate referrals between the Participants when a particular Participant identifies a client or prospective client need that can be met by another Participant.

The Participant receiving the referral (the "Receiving Party") will pay a referral fee (plus applicable taxes if required) as described below (the "Referral Fee") to the referring Participant (the "Referring Party") for a successful referral of such a client or prospective client (the "Referred Client"). Clients and prospective clients do not pay any fee for a referral. Where indicated below, the Participant representative who initiated the referral (the "Referring Individual") may also receive a Referral Fee. Alternatively, referrals may be considered in assessing the overall performance of the Referring Individual's, and/or be included in calculating a Referring Individual's overall sales/revenues. If so, referrals may contribute to discretionary bonuses and/or annual gross commissions earned and applicable commission rates. For additional information about referrals, consult with your CIBC Investor's Edge customer representative.

While we expect that all referrals will be in the best interests of clients and prospective clients, this disclosure is being provided to you in order to address any potential conflict of interest as a result of the fact that the Referring Party will receive a fee for referring you.

## Services that may be provided by each Participant

CIBC Investor's Edge, a division of CIBC Investor Services Inc. (IE)	Canadian Imperial Bank of Commerce (CIBC)
<ul style="list-style-type: none"> <li>Self-directed/discount broker-dealer services</li> </ul>	<ul style="list-style-type: none"> <li>Banking and credit products and services</li> <li>GICs</li> <li>Mortgage products</li> <li>Enrollment services for credit insurance products</li> </ul>

## Category(ies) of registration

CIBC Investor's Edge, a division of CIBC Investor Services Inc. (IE)	Canadian Imperial Bank of Commerce (CIBC)
<ul style="list-style-type: none"> <li>Investment dealer in all provinces and territories; member of the Canadian Investment Regulatory Organization (CIRO)</li> </ul>	<ul style="list-style-type: none"> <li>Investment fund manager</li> </ul> <p><i>Note: Investment products and services are provided by CIBC Securities Inc. (CIBC SI), a mutual fund dealer licensed by the Canadian Investment Regulatory Organization (CIRO), and by CIBC Investor Services Inc. (CIBC ISI), an investment dealer licensed by the Canadian Investment Regulatory Organization (CIRO).</i></p>

## Activities permitted under registration

CIBC Investor's Edge, a division of CIBC Investor Services Inc. (IE)	Canadian Imperial Bank of Commerce (CIBC)
<ul style="list-style-type: none"> <li>Trading</li> </ul>	<ul style="list-style-type: none"> <li>Investment fund management</li> </ul> <p><i>Note: CIBC SI may only engage in mutual fund trading; CIBC ISI may only engage in trading and advising activities.</i></p>

## Activities not permitted under registration

CIBC Investor's Edge, a division of CIBC Investor Services Inc. (IE)	Canadian Imperial Bank of Commerce (CIBC)
<ul style="list-style-type: none"> <li>Advising</li> <li>Investment fund management</li> </ul>	<ul style="list-style-type: none"> <li>Advising</li> <li>Trading</li> </ul> <p><i>Note: CIBC SI may not engage in advising, investment fund management or trading activities (other than mutual fund trading); CIBC ISI may not engage in investment fund management activities.</i></p>



## Referral fee paid to Referring Party and Referring Individual; (where specified)

CIBC Investor's Edge, a division of CIBC Investor Services Inc. (IE)	Canadian Imperial Bank of Commerce (CIBC)
<ul style="list-style-type: none"><li>▪ <b>Imperial Service and Private Banking:</b> \$150 for each CIBC Investor's Edge account opened through banking centres for Imperial Service and Private Banking clients, funded with \$5,000 within six months of account open. Additional revenue share for the aforementioned new accounts include:<ul style="list-style-type: none"><li>▪ 30% of net revenues in the year following onboarding.</li><li>▪ 10% of net revenues for the subsequent four years.</li></ul></li><li>▪ <b>CIBC Wood Gundy:</b> \$150 for each CIBC Investor's Edge account opened through CIBC Wood Gundy.<ul style="list-style-type: none"><li>▪ An additional \$100 if, six months after the account was opened, the account balance is greater than or equal to \$50,000;</li><li>▪ Plus, 5% of commissions generated in the CIBC Investor's Edge account every year. Commissions vary depending upon the service package purchased; the type, number and price of securities traded; how the trade is effected (online or through a CIBC Investor's Edge Investment Representative; through a domestic or foreign exchange), and are subject to change from time to time.</li></ul><p>Please refer to the CIBC Investor's Edge Commission and Fees Schedule or contact an Investment Representative for more information about commission rates.</p></li><li>▪ <b>Other Sources:</b> \$50 for each CIBC Investor's Edge account opened for CIBC clients that are not part of Imperial Service or Private Banking</li><li>▪ <b>"Net revenues"</b> means all fee-based revenue and transactional charges (including commissions) in respect of assets held in a CIBC Investor's Edge client account and levied on such account, less cash incentives on new accounts paid to the client. Refer to the CIBC Investor's Edge 'Commission and Fees Schedule' for details on fees.</li><li>▪ <b>"Referred assets"</b> means all assets administered or otherwise serviced as a direct result of referring the Referred Client to the Receiving Party, including external assets consolidated by the Receiving Party.</li></ul>	<ul style="list-style-type: none"><li>▪ CIBC, CIBC SI and CIBC ISI representatives' annual compensation takes into account referrals among the CIBC Group of Companies</li></ul>

## Acknowledgements

You acknowledge receipt and understanding of the above referral disclosure, and further confirm your understanding and where applicable represent to the Referring Party and the Receiving Party that:

- If you consent to a referral, we may disclose information about you to the Receiving Party in order to make the referral and allow for the ongoing administration of the referral. The word "information" means financial and financially-related information about you, including information to identify you or qualify you for products and services, or information needed for regulatory requirements.
- All activity requiring registration resulting from the Referral Arrangement will be provided by the Receiving Party or outsourced to a party duly licensed or registered to carry on such activity
- The Referring Party does not have authority to make any commitments for or on behalf of the Receiving Party; you will deal directly with the Receiving Party in respect of any products or services the Receiving Party may provide to you
- The Referring Party and its employees and officers are not and will not be deemed to be agents, employees or representatives of the Receiving Party, and the Receiving Party is not responsible for any acts, omissions, statements or negligence of the Referring Party or any employee or officer of the Referring Party
- Referral Fees are paid by the Receiving Party and may change from time to time
- You are under no obligation to purchase any product or service of the Receiving Party

# Alerts Agreements

## General

This Agreement outlines the terms and conditions governing my access to Alerts through an Electronic Access Device. This Agreement is in addition to, and not in substitution of, any other present or future agreement between me and CIBC Investor Services including any agreement I enter into when I opened an Account, and in particular is in addition to the Electronic Access Agreement. Alerts are only available in jurisdictions where they may be lawfully provided.

## 1. Definitions

In this Agreement, these terms have the following meanings:

**“Account”** means my account with CIBC Investor Services.

**“Agreement”** means this alerts agreement.

**“Alerts”** are messages provided through an Electronic Access Device including, but not limited to, news, stock and order fill alerts.

**“CIBC Investor Services”** means CIBC Investor Services Inc.

**“Electronic Access Device”** means any device which allows me to use or to access an Account or any Service through electronic means, including a personal computer, cellular phone, telephone, smart phone, wearable device, pager, a personal digital assistant or similar device.

**“Electronic Instructions”** means any instruction regarding my Account or any Service that is transmitted through an Electronic Access Device.

**“I”, “me” and “my”** means the customer who applied for the Account or any Service.

**“Information Provider”** means any entity providing CIBC Investor Services, either directly or indirectly, with information or processing any such information and includes, but is not limited to, stock exchanges and news service providers or any such provider or processor of data or information.

**“Service(s)”** means financial or investment or other ancillary services offered by CIBC Investor Services, including Alerts.

**“You”, “your” and “yours”** means CIBC Investor Services.

## 2. Alerts

Alerts are a notification service only. You and your Information Providers are not liable if there is any interruption, non-delivery or inability to access Alerts due to human or mechanical errors or errors in connection with any internet email or Electronic Access Device used to access Alerts unless and to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable determines that such errors were caused by your own or the Information Providers' own negligence, fraud, willful misconduct or failure to comply with the laws that apply.

I am solely responsible for ensuring that my email address has been accurately transmitted to you, and for ensuring that it is up-to-date. I am solely responsible for the retrieval and use of the information provided to me in connection with Alerts. I will not redistribute any information provided to me in connection with Alerts. I understand that “Alerts” is for information purposes only and is not intended for the purpose of making decisions, taking action, trading or investing.

Therefore, I am solely responsible for any decision, action, trading or investing made on information provided to me in connection with Alerts.

I understand that you and your Information Providers do not read replies sent to the Alerts email address.

### 3. Providers of Alerts

Information provided to me through Alerts may have been independently obtained from various Information Providers and is believed by you to be reliable and accurate. In no event will you or the Information Providers be liable to me or to others for any loss, damage or injury of any type caused or contributed to in any way by such information unless and to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable determines that such errors were caused by your or the Information Providers' own negligence, fraud, willful misconduct or failure to comply with the laws that apply. I agree that in no event will you be liable for any indirect, special or consequential damages, even if you or the Information Providers were informed of the possibility of such damages and regardless of the cause of action.

For example, and without limitation, you and the Information Providers will not be liable if the information:

- Does not meet my needs
- Is delayed or is not available at any particular time or for any particular purpose
- Is not timely, in sequence, accurate, complete or suitable for any purpose

Information provided through Alerts may include views, opinions and recommendations of individuals or organizations that may be of interest to customers generally. Neither you nor the Information Provider endorses such views, opinions or recommendations, or give investment, tax, accounting or legal advice, or recommend the purchase or sale of any security.

For greater certainty, neither you nor any other party shall be liable for the accuracy or timeliness of any quote or alert message provided through an Electronic Access Device. Quotes and Alert messages, particularly in times of high volumes or trading and market volatility, may not be reflective of a current trading price of a security. The terms of this Agreement may also be enforced against me by any of the Information Providers.

### 4. Limitation of liability

You will make every reasonable effort to provide me with access to Alerts through an Electronic Access Device. You will not be liable to me or others for any loss including any failure to obtain a profit, costs or damages which I may incur if access to Alerts is not available or is delayed due to:

- Periods of increased volume or market activity or to allow for systems maintenance, updates or for any other reasonable cause
- Acts beyond your reasonable control including but not limited to acts of God, strikes, postal interruptions, lockouts, riots, acts of war, epidemics, fire, communication line failures, power failures, equipment or software malfunction, earthquakes or other disasters
- Laws, regulations, orders or rulings by any government, regulator, stock exchange or similar entity, including trading suspensions

In addition, and without limitation, if I access Alerts through any Electronic Access Device, you will not be liable to me or to others for any loss including any failure to obtain a profit, costs or damages that may arise by:

- Any act or omission in the course of or in connection with the operation of any Electronic Access Device
- Communication malfunctions that affect the accuracy or timeliness of Alerts and/or prevent them from being transmitted in whole or in part
- If I make a mistake when inputting an Electronic Instruction
- If I fail to log off when I leave my Electronic Access Device and someone else accesses my Account or Alerts

You are not responsible for any harm or loss to my Electronic Access Device or any records or data.

### 5. Proprietary interest

Market data and other information provided through Alerts is proprietary to you, the appropriate Information Provider(s) and their licensor(s) and is protected by applicable copyright law. I will not reproduce, sell, distribute, publish or commercially exploit the data without the expressed written consent of you and the appropriate Information Provider(s), as applicable. I will only use the market data and information provided through Alerts for my own personal or business use.

## 6. Changes to this Agreement

You may amend any provision of this Agreement by providing me with notice of the amendment(s) either before or after such changes take effect. Notice may be provided to me through an Electronic Access Device. If I continue to access Alerts or if I maintain any funds or securities on deposit in my Account(s) after the effective date of the amendment(s), that will show I agree and consent to the amendment(s).

## 7. Termination

You may terminate this Agreement at any time without notice. You will have no liability for any loss or inconvenience which may result.

## 8. Other documents

I acknowledge that the terms, rules, procedures, fees and charges set out in any written or computer-generated instructions, manuals or other such documents relating to an Account or any Services form part of this Agreement and agree to be bound by it.

## 9. Governing law

This Agreement shall be governed by the law of the province of Ontario and the laws of Canada applicable therein.

# Securityholder information

**Note:** Terms used in this section have the meanings given to them in National Instrument 54-101.

This section is referenced in sections 1.1, 3.2, 3.3, 3.4 and 3.5 of National Instrument 54-101.

Further information on the National Instrument 54-101 can be accessed from the applicable securities regulatory authority.

## Explanation to clients

Based on my instructions, the securities in my Account with you are not registered in my name but in the name of you or another person or company holding my securities on my behalf. The Canadian reporting issuers of the securities in my Account may not know the identity of the beneficial owner of these securities.

You are required under Canadian securities law to obtain my instructions concerning various matters relating to my holding of securities of Canadian reporting issuers in my Account, including with respect to my right to receive such material as notices of meetings, information circulars, and proxies from the issuer of the securities, as well as the audited financial statements of the issuer. *Regardless of my instructions in connection with the Form, I may continue to receive materials of non-Canadian reporting issuers and I may receive materials relating to class actions or materials required to be sent under corporate or securities laws (e.g. this may include, takeover bids, issuer bids, rights offering, plans of arrangement, business combinations or securityholder elections in connection with non-proxy related matters if required to be sent under corporate or securities laws).*

## Disclosure of beneficial ownership information

Canadian securities law permits Canadian reporting issuers and other persons and companies to send securityholder materials with respect to matters relating to the affairs of the Canadian reporting issuer directly to beneficial owners of the Canadian reporting issuer's securities, if the beneficial owner does not object to having information about them disclosed to the Canadian reporting issuer or other persons and companies. These instructions apply to Canadian reporting issuers, and not to non-Canadian reporting issuers. Part 1 of the Client Response Form (the "Form") allows me to tell you if I object to the disclosure by you to the Canadian reporting issuer or other persons or companies of my beneficial ownership information, consisting of my name, address, electronic mail address, preferred language of communication and securities holdings in that Canadian reporting issuer.

If I **do not object** to the disclosure of my beneficial ownership information to Canadian reporting issuers and other person or companies under the Form with respect to matters relating to the affairs of Canadian reporting issuers, I will mark the first box on part 1 of the Form. By choosing this option, I will not be charged any costs associated with sending these securityholder materials to me. The use of this information by a Canadian reporting issuer or any other person or company is restricted by Canadian securities legislation to matters relating to the affairs of the Canadian reporting issuer.

If I **object** to the disclosure of my beneficial ownership information to Canadian reporting issuers and other person or companies under the Form with respect to matters relating to the affairs of Canadian reporting issuers, I will mark the second box in part 1 of the Form. Under this election, the materials to be sent to me under the Form as a beneficial owner of the securities of a Canadian reporting issuer will be forwarded to me by you or your agent. *You may charge to my Account(s) the costs of delivery of a Canadian reporting issuer's securityholder materials to me if the Canadian reporting issuer or other person or company refuses to pay those costs. These charges will consist of all costs to you associated with the delivery of these materials and will not include any additional fees paid to you.*

## Receiving securityholder materials

For securities that I hold in my Account, I have the right to receive proxy-related materials sent by Canadian reporting issuers to registered holders of their securities in connection with meetings of such securityholders. Among other things, this permits me to receive the necessary information to allow me to have the securities of Canadian reporting issuers in my account voted in accordance with my instructions at a securityholder meeting. In addition, Canadian reporting issuers may be required to or may choose to send other securityholder materials to beneficial owners.

Securityholder materials sent to beneficial owners of securities of Canadian reporting issuers that are covered by these elections consist of the following materials:

- a) Proxy-related materials, including annual reports and financial statements, for annual or special meetings
- b) Annual reports and financial statements that are not part of proxy-related materials
- c) Materials sent to securityholders that are not required by corporate or securities laws to be sent

Part 2 of the Form allows me to choose:

- a) To receive all securityholder materials sent to the beneficial owners of securities of Canadian reporting issuers
- b) To decline to receive all securityholder materials sent to the beneficial owners of Canadian reporting issuers
- c) To only receive proxy-related materials in connection with a special meeting that are sent to beneficial owners of Canadian reporting issuers

If I want to receive all materials that are sent to beneficial owners of securities of Canadian reporting issuers, I will mark the first box on part 2 of the Form. If I want to decline all securityholder materials sent to beneficial owners of securities of Canadian reporting issuers, I will mark the second box in part 2 of the Form. If I want to receive only proxy-related materials in connection with a special meeting that are sent to beneficial owners of Canadian reporting issuers, I will mark the third box in part 2 of the Form.

**Note:** Even if I decline to receive any materials referred to above, a Canadian reporting issuer or other person or company is entitled to deliver these materials to me, provided that the Canadian reporting issuer or other person or company pays all costs associated with the sending of these materials. These materials would be forwarded to me by you, if I have objected to the disclosure of my beneficial ownership information to Canadian reporting issuers.

## Preferred language of communication

I will receive materials in my preferred language of communication as selected in my account application, if the materials are available in that language from the issuer.

# Your privacy commitment to me

## CIBC's privacy policies

Doing business with an investment dealer involves providing information about myself to you. CIBC Investor Services Inc. as a subsidiary of CIBC, collects, uses and shares personal information as described in CIBC's privacy policy, available at [cibc.com/privacy](http://cibc.com/privacy) and any banking centre or office. By providing you with my personal information I am consenting to this privacy policy.

For my convenience, the following are some highlights of your privacy policy.

### What is personal information?

- Personal information means any information about an identifiable individual
- It can be in any form including paper, electronic, video or voice recording

### What personal information do you collect?

- You usually collect the following types of information: contact, identity, financial, transactional, and other information that helps you to understand more about me
- Much of the information comes from me but you may also collect information from third parties such as credit bureaus, public records, or government agencies and registries
- If I am a non-corporate client, the *Income Tax Act* and securities regulations require you to ask for my social insurance number when opening an interest bearing account
- You may monitor or record our conversations with you (e.g. telephone calls) and use surveillance, including videotaping, around your banking centres and ATMs

### How do you use and share personal information?

- You use and share my personal information to provide me with products or services, to communicate with me, verify information I give you (including references and employers), administer referral agreements that I have agreed to, facilitate tax and other reporting by mutual fund companies and other issuers, to offer me additional products or services including targeted promotions, and to manage your business
- Specifically, you may also use and share information within the CIBC Group and with other parties in order to protect you and me from error, to prevent and detect criminal activity, and to meet your legal and regulatory obligations
- Depending on our products or services, you may share information with your program partners or with my joint account holders

### How do you protect personal information?

- You take appropriate steps to protect our personal information from unauthorized use, loss, or theft and you audit your security procedures and assess that they remain effective and appropriate
- Employees who have access to my information are made aware of the importance of keeping it confidential
- Our information may be securely used, stored or accessed in countries outside of Canada

### What are my privacy choices?

- I may request that you do not use my SIN for credit bureau matching purposes
- I may withdraw my consent to receive marketing offers for products and services by calling [1 800 465-2422](tel:18004652422)
- Upon request and subject to certain exceptions, you will provide me with access to my personal information so I can ensure it is accurate and complete

## CIBC'S Privacy Principles

CIBC respects the following principles when collecting, using or sharing your personal information:

### 1. Accountability

- CIBC is responsible for personal information under its control
- There are designated individuals within CIBC who are accountable for compliance with these privacy principles

### 2. Identifying purposes and obtaining consent

- CIBC informs individuals, at or before the time it is collected, the purposes for the collection, use and sharing of personal information
- CIBC obtains your consent before collecting, using or sharing personal information, except where otherwise permitted or required by law

### 3. Limiting the collection, use or sharing of your personal information

- CIBC limits the personal information it collects to what is necessary for the purposes it has identified. CIBC collects personal information only by fair and lawful means
- CIBC does not use or share personal information for purposes other than those for which it was collected except with your consent or where permitted or required by law. CIBC retains personal information only as long as necessary for the identified purposes.

### 4. Keeping your personal information accurate and providing access to your information

- CIBC takes care to keep personal information as accurate, complete and up-to-date as is necessary for the purposes for which it is to be used.
- Upon request, and subject to certain exceptions, CIBC will provide you with access to your personal information. You can ask how your personal information is to be used or shared so you can ensure your personal information is accurate and complete and can be updated if appropriate.

### 5. Protecting your personal information

- CIBC protects the privacy of personal information through security measures appropriate to the sensitivity of the information

### 6. Openness and addressing your concerns

- CIBC makes available information about its policies and practices related to managing your personal information
- CIBC has steps you can follow if you have questions or concerns about your privacy



# Your complaint resolution commitment to me

At CIBC Investor's Edge, our goal is to respond to all client feedback effectively and efficiently. We're committed to listening to your complaints and resolving all issues that come to our attention.

To ensure your complaint is dealt with as quickly as possible, follow these steps:

## Step 1: Contact CIBC Investor's Edge

In most cases, a complaint can be resolved simply by telling us about it. You may speak to a customer representative at the CIBC Investor's Edge Contact Centre—the contact information is available in the Contact us section below.

If you are not satisfied with the resolution provided by the representative, ask to speak with a supervisor or team leader. They will have the capability to solve most problems immediately.

If you provide a written complaint, it will be acknowledged within 5 business days of receipt and will be followed up with a written response.

If your complaint relates to a Canadian bank product or service, or the way in which a bank product or service is offered, sold or provided, please visit a branch of that bank. Information about a bank's complaint handling process is typically available on their website.

CIBC Investor Services Inc. is regulated by the Canadian Investment Regulatory Organization (CIRO). If your complaint is a regulatory complaint (for example, related to the possible misconduct on the part of CIBC Investor's Edge), the complaint may be forwarded to CIBC's Designated Complaints Officer (DCO), at which time you will receive an acknowledgement of your complaint within five business days of receipt of the complaint. The acknowledgement letter will include the contact information of the person examining your complaint, a summary of our complaint handling process, the timeframe in which you can expect to receive a substantive response to your complaint, and the escalation steps available to you should you remain dissatisfied with our findings or if you do not receive a substantive response within 90 calendar days of making your complaint. You will also receive a copy of the brochure, How to Make A Complaint. Should we determine that a substantive response cannot be provided within 90 calendar days, you will receive a letter outlining the reasons for the delay, a date that a substantive response will be provided, as well as other options available to you. Once a review of your complaint has been completed, you will be provided with a substantive response letter, which will include a summary of your complaint, an explanation of our investigation, a final decision and options available to you if you are dissatisfied with this decision. If you are dissatisfied with the handling of your complaint, you may contact the DCO at:

CIBC Wealth Management  
P.O. Box 342 Commerce Court  
Toronto, ON M5L 1G2

## Step 2: Contact CIBC Client Care

If your complaint was not resolved to your satisfaction, you may contact the CIBC Client Care Centre. Your complaint will be assigned to a CIBC Client Care representative who will undertake a full review of your concerns.

You may contact the CIBC Client Care Centre by:

**Tel:** [1 800 465-2255](tel:18004652255)

**Online:** [cibc.com/escalate](https://cibc.com/escalate)

**Mailing address:**

CIBC Client Care  
P.O. Box 15, Station A  
Toronto, ON M5W 1A2

CIBC Client Care will acknowledge receipt of your complaint within 2 business days.

## Step 3: Contact the Client Complaint Appeals Office (CCAO) or the Ombudsman for Banking Services and Investments (OBSI)

If, after taking the first two steps, you are still dissatisfied with our decision, you may escalate your complaint to the Client Complaint Appeals Office (CCAO). This office is employed by CIBC and isn't an independent dispute resolution service. Its mandate is to review your concerns, provide a response that is objective and unbiased, and attempt to resolve matters with you.

While it is an office internal to CIBC, the CCAO doesn't report directly to any business area that it reviews in an effort to be impartial. Escalation to this office is voluntary and it could take up to 3 - 5 weeks to complete an investigation depending upon the nature and complexity of your complaint. Statutory limitation periods continue to run while the CCAO reviews your complaint which may impact your ability to begin a civil action.

You may contact the CCAO by:

**Tel:** [1 888 947-5207](tel:18889475207)

**Email:** [clientcomplaintappeals@cibc.com](mailto:clientcomplaintappeals@cibc.com)

**Online:** [cibc.com/appeal](http://cibc.com/appeal)

**Mailing Address:**

CIBC Client Complaint Appeals Office  
P.O. Box 342, Commerce Court  
Toronto, ON M5L 1G2

You may also submit your complaint to the Ombudsman for Banking Services and Investments (OBSI) without going through the CCAO if you have not received a written notice of CIBC's decision after 56 days from the date you first made a complaint to your CIBC contact or Client Care. Also, if you are not satisfied with the outcome of the review of the complaint by your CIBC contact or Client Care, you may escalate your concerns directly to the Ombudsman for Banking Services and Investments (OBSI) within 180 days from the date of CIBC's response to you. Note that you don't need to escalate your complaint to the CCAO prior to submitting it to OBSI. The services of OBSI are free.

OBSI reserves the right to decline requests for investigations after six months have passed since CIBC responded to your complaint. Where appropriate, OBSI may ask the CCAO to help them find the earliest possible resolution of your complaint.

You may contact the OBSI by:

**Tel:** [1 888 451-4519](tel:18884514519)

**Fax:** [1 888 422-2865](tel:18884222865)

**Email:** [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca)

**Online:** [obsi.ca](http://obsi.ca)

**Mailing Address:**

Ombudsman for Banking Services and Investments  
20 Queen Street West, Suite 2400, P.O. Box 8  
Toronto, ON M5H 3R3

Québec residents: Refer to the Other options section.

## Other options

If you don't wish to submit your complaint to OBSI and would like to pursue other options to make your complaint, refer to the CIRO brochures *How to Make A Complaint*, which have been provided to you.

If you're a Québec resident and are dissatisfied with the outcome or with the examination of your complaint, you may request that your complaint file be transferred to the Autorité des marchés financiers (AMF). The AMF will proceed with their examination and may, if it considers it appropriate, offer mediation or conciliation services. However, the AMF cannot require a party to go to mediation. For more information, you may call [1 877 525-0337](tel:18775250337).

# CIRO Strip Bonds And Strip Bond Packages Information Statement



June 2014

## STRIP BONDS AND STRIP BOND PACKAGES INFORMATION STATEMENT

**We are required by provincial securities regulations to provide you with this Information Statement before you can trade in strip bonds or strip bond packages based on bonds of the Government of Canada, a Canadian province, or certain foreign governments or political subdivisions thereof. Please review it carefully.**

### **Preliminary Note Regarding the Scope of this Information Statement**

This information statement relates to strip securities that are based on bonds of the Government of Canada, a Canadian province, or certain foreign governments or political subdivisions thereof. Provincial securities regulations create an exemption from dealer registration and prospectus requirements for these types of securities.

Strip securities may also be based on Canadian corporate bonds. While some of the information in this Information Statement may also be relevant to corporate bond-based strips, corporate bond-based strips are outside the scope of this Information Statement. If you are planning to purchase a strip or strip package based on a corporate Canadian bond, please note that such securities are not governed by the regulations referred to above, but rather, may be subject to certain decisions issued by Canada's securities regulatory authorities exempting certain Canadian corporate bond-based strip securities from various regulatory requirements, including Section 2.1 of National Instrument 44-102 – *Shelf Distributions* and Section 2.1 of National Instrument 44-101 – *Short Form Prospectus Distributions*. See e.g. *RBC Dominion Securities Inc. et al.*, (2013) 36 OSCB 3867 (Apr. 8), online: [www.osc.gov.on.ca/en/SecuritiesLaw\\_ord\\_20130411\\_2110\\_rbc-dominion.htm](http://www.osc.gov.on.ca/en/SecuritiesLaw_ord_20130411_2110_rbc-dominion.htm). Pursuant to each such decision, Canadian securities dealers file with the applicable Canadian securities regulatory authorities a short form base shelf prospectus and certain supplements thereto, pursuant to which certain Canadian corporate-bond based strip securities may be distributed on an on-going basis without a full prospectus (the "CARs<sup>1</sup> and PARs<sup>2</sup> Programme"). For each decision, the applicable shelf prospectus and its supplements may be found on the System for Electronic Document Analysis and Retrieval or "SEDAR" at [www.sedar.com](http://www.sedar.com).

**Risk and other disclosures relating to securities issued as part of the CARs and PARs Programme are set forth in the shelf prospectus and supplements published on SEDAR, and investors considering purchasing such securities are advised to consult these documents, since considerations unique to securities issued as part of the CARs and PARs Programme are not addressed herein.**

<sup>1</sup> CARs are corporate strip bonds comprised of coupon and residual securities.

<sup>2</sup> PARs are a form of strip bond package where the coupon rate is reduced to current yields, thus allowing the package to be sold at par.

### **Strip Bonds and Strip Bond Packages (“Strips”)**

A strip bond—commonly referred to as a “strip”—is a fixed-income product that is sold at a discount to face value and matures at par. This means the holder is entitled to receive the full face value at maturity. Strips do not pay interest, but rather, the yield at the time of purchase is compounded semi-annually and paid at maturity. Since the return on a strip is fixed at the time of purchase, strips may be a suitable investment where the holder requires a fixed amount of funds at a specific future date.

A strip is created when a conventional debt instrument, such as a government or corporate bond, discount note or asset-backed security (i.e., the “underlying bond”), is separated into its “interest” and “principal” component parts for resale. Components are fungible and may be pooled together where they share the same issuer, payment date and currency and have no other distinguishing features. The two types of components may be referred to as follows:

- The “coupon”: the interest-paying portion of the bond; and
- The “residual”: the principal portion.

A strip bond package is a security comprised of two or more strip components. Strip bond packages can be created to provide holders with a regular income stream, similar to an annuity, and with or without a lump sum payment at maturity.<sup>3</sup> By laddering strips with staggered maturities or other payment characteristics, holders can strategically manage their cash flow to meet their future obligations and specific needs.

### **Strips vs. Conventional Bonds**

Strips are offered on a variety of terms and in respect of a variety of underlying bonds, including government bonds issued by the Government of Canada or provincial, municipal and other government agencies, or a foreign government. CARs and PARs are examples of strips derived from high-quality corporate bonds. Some differences between strips and conventional bonds that you may wish to consider include the following:

- strips are sold at a discount to face value and mature at par, similar to T-bills. Unlike conventional interest-bearing debt securities, strips do not pay interest throughout the term to maturity; rather, the holder is entitled to receive a fixed amount at maturity. The yield or interest earned is the difference between the discounted purchase price and the maturity value; thus, for a given par value, the purchase price for a strip will typically be lower the longer the term to maturity;
- a strip with a longer term to maturity will generally be subject to greater price fluctuations than a strip of the same issuer and yield but with a shorter term to maturity;
- strips typically offer higher yields over T-Bills, GICs and term deposits, and over conventional bonds of the same issuer, term and credit rating;

---

<sup>3</sup> A bond-like strip bond package has payment characteristics resembling a conventional bond, including regular fixed payments and a lump-sum payment at maturity. In contrast, an annuity-like strip bond package provides regular fixed payments but no lump-sum payment at maturity.

- the higher yield offered by strips reflects their greater price volatility. Like conventional bonds, the price of a strip is inversely related to its yield. Thus, when prevailing interest rates rise, strip prices fall, and vice versa. However, the rise or fall of strip prices is typically more extreme than with conventional bonds of the same issuer, term and credit rating. The primary reason for this greater volatility is that no interest is paid in respect of a strip bond prior to its maturity;
- unlike conventional bonds that trade in \$1,000 increments, strips may be purchased in \$1 multiples above the minimum investment amount, thereby enabling a holder to purchase a strip for any desired face value amount above the minimum investment amount; and
- strips are less liquid than conventional bonds of the same issuer, term and credit rating: there may not be a secondary market for certain strips and strip bond packages, and there is no requirement or obligation for investment dealers or financial institutions to maintain a secondary market for strips sold by or through them; as a result, purchasers should generally be prepared to hold a strip to maturity, since they may be unable to sell it—or only able to sell it at a significant loss—prior to maturity.

#### **Dealer Mark-ups and Commissions**

When purchasing or selling a strip bond or a strip bond package, the prospective purchaser or seller should inquire about applicable commissions (mark-ups or mark-downs) when executing the trade through an investment dealer or financial institution, since such commissions will reduce the effective yield (if buying) or the net proceeds (if selling). Investment dealers must make reasonable efforts to ensure the aggregate price, inclusive of any mark-up or mark-down, is fair and reasonable taking into consideration all reasonable factors. Commissions quoted by investment dealers generally range between \$0.25 to \$1.50 per \$100 of maturity amount of the strip, with commissions typically at the higher end of this range for small transaction amounts, reflecting the higher relative costs associated with processing small trades.

The table below illustrates the after-commission yield to a strip holder with different terms to maturity and assuming a before-commission yield of 5.5%. All of the yield numbers are semi-annual. For example, a strip bond with a term to maturity of one year and a commission of 25 cents per \$100 of maturity amount has an after-commission yield of 5.229%. The before-commission cost of this particular strip bond will be \$94.72 per \$100 of maturity amount while the after-commission cost will be \$94.97 per \$100 of maturity amount. In contrast, a strip bond with a term to maturity of 25 years and a commission of \$1.50 per \$100 of maturity amount has an after-commission yield of 5.267%. The before-commission cost of this particular strip bond will be \$25.76 per \$100 of maturity amount while the after-commission cost will be \$27.26 per \$100 of maturity amount.<sup>4</sup>

---

<sup>4</sup> The purchase price of a strip bond may be calculated as follows:

$$\text{Purchase Price} = \text{Maturity (Par) Value} / (1 + y/2)^{2n}$$

where “y” is the applicable yield (before or after commission) and “n” is the number of years until maturity. For example, the purchase price (per \$100 of maturity value) for a strip bond that has a yield of 5.5% and 25 years until maturity is:

$$100/(1+0.0275)^{50} = \$25.76.$$

Commission or dealer mark-up amount (per \$100 of maturity amount)	Term to maturity in years and yield after commission or dealer mark-up (assuming a yield before commission of 5.5%)					
	1	2	5	10	15	25
\$0.25	5.229%	5.357%	5.433%	5.456%	5.462%	5.460%
\$0.75	4.691%	5.073%	5.299%	5.368%	5.385%	5.382%
\$1.50	3.892%	4.650%	5.100%	5.238%	5.272%	5.267%

Prospective purchasers or sellers of strips should ask their investment dealer or financial institution about the bid and ask prices for strips and may wish to compare the yield to maturity of the strip, calculated after giving effect to any applicable mark-up or commission, against the similarly calculated yield to maturity of a conventional interest-bearing debt security.

**Secondary Market and Liquidity**

Strips may be purchased or sold through investment dealers and financial institutions on the “over-the-counter” market rather than on an exchange. Where there is an active secondary market, a strip may be sold by a holder prior to maturity at the prevailing market price in order to realize a capital gain or to access funds. However, liquidity may be limited for certain strip bonds and strip bond packages, and, as noted above, investment dealers and financial institutions are not obligated to maintain a secondary market for strips sold by or through them. **As a result, there can be no assurance that a market for particular strip bonds or strip bond packages will be available at any given time, and investors should generally be prepared to hold strips to maturity or run the risk of taking a loss.**

**Other Risk Considerations**

Potential purchasers of strips should conduct their own research into the term, yield, payment obligations and particular features of a strip prior to purchase. While not an exhaustive list, you may wish to consider some of the following potential risks:

*Credit risk of the issuer* – strips represent a direct payment obligation of the government or corporate issuer, thus any change to an issuer’s credit rating or perceived credit worthiness may affect the market price of a strip, and the impact may be more severe than the impact on conventional bonds of the same issuer.

*Interest rate risk* – if interest rates rise, the market value of a strip will go down, and this drop in market value will typically be more severe than the drop in market value for the corresponding conventional bond from the same issuer for the same term and yield. If interest rates rise above

the yield of the strip at the time of purchase, the market value of the strip may fall below the original price of the strip.

*Market and liquidity risk* – strips are not immune to market or liquidity risks and may have specific terms and conditions that apply in the event of a market disruption or liquidity event. If liquidity is low, it may be difficult to sell a strip prior to maturity and there may be large spreads between the bid and ask prices. **There can be no assurance that a market for particular strip bonds or strip bond packages will be available at any given time.**

*Currency risk* – strips may pay out in a currency other than Canadian dollars. Currency fluctuations may enhance, nullify or exacerbate your investment gains or losses.

*Component risk* – you should ensure that you understand and are comfortable with the underlying components, terms, risks and features of a strip bond or strip bond package prior to purchase. For example, strips may be derived from asset-backed securities or callable or retractable bonds, and may have features such as inflation indexation or structured payments.

*Price volatility* – strips are generally subject to greater price volatility than conventional bonds of the same issuer, term and credit rating, and will typically be subject to greater price fluctuations in response to changes to interest rates, credit ratings and liquidity and market events. The table below shows the impact that prevailing interest rates can have on the price of a strip. For example, as indicated in the table below, an increase in interest rates from 6% to 7% will cause the price of a 5 year strip bond with a maturity value of \$100 to fall by 4.73%—a larger percentage drop than for a \$100 5 year traditional bond, whose price would fall only 4.16%, assuming the same increase in interest rates.

Market Price Volatility

Bond Type	Market Price	Market yield	Price with rate drop to 5%	Price change	Price with rate increase to 7%	Price change
6% 5 Year Bond	\$100.00	6.00%	\$104.38	+ 4.38%	\$95.84	- 4.16%
5 Year Strip Bond	\$74.41	6.00%	\$78.12	+ 4.99%	\$70.89	- 4.73%
6% 20 Year Bond	\$100.00	6.00%	\$112.55	+ 12.55%	\$89.32	- 10.68%
20 Year Strip Bond	\$30.66	6.00%	\$37.24	+ 21.49%	\$25.26	-17.61%

**Custodial Arrangements**

Due to the high risk of forgery, money laundering and similar illegal activities—and the costs associated with such risks—with physical strips and bearer instruments, most investment dealers and financial institutions will only trade or accept transfer of book-based strips. CDS Clearing and Depository Services Inc. (“CDS”) provides strip bond services, including book-based custodial services for strips and underlying bonds. Custodian banks or trust companies may also create and take custody of strips that are receipt securities, and may permit holders to obtain a registered certificate or take physical delivery of the underlying coupon(s) or residue(s). However, if the holder decides to take physical delivery, he or she should be aware of the risks,

including the risk of lost ownership, associated with holding a bearer security which cannot be replaced. In addition, the holder should be aware that the secondary market for physical strips may be more limited than for book-based strips due to the risks involved. Investors in strip components held by and at CDS are not entitled to a physical certificate if the strips are Book Entry Only.

#### **Canadian Income Tax Summary**

The Canadian income tax consequences of purchasing strip bonds and strip bond packages are complex. Purchasers of strip bonds and strip bond packages should refer questions to the Canada Revenue Agency (<http://www.cra-arc.gc.ca/>) or consult their own tax advisors for advice relating to their particular circumstances.

The following is only a general summary regarding the taxation of strip bonds and strip bond packages under the *Income Tax Act (Canada)* (the “Tax Act”) for purchasers who are residents of Canada and hold their strip bonds and strip bond packages as capital property for purposes of the Tax Act. The following does not constitute legal advice.

#### **Qualified Investments**

Strip bonds and strip bond packages that are issued or guaranteed by the Government of Canada or issued by a province or territory of Canada are “qualified investments” under the Tax Act and are therefore eligible for purchase by trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans, deferred profit sharing plans, registered disability savings plans and tax-free savings accounts (“Registered Plans”). Depending on the circumstances, strip bonds issued by corporations may also be “qualified investments” for Registered Plans.

#### **Annual Taxation of Strip Bonds**

The Canada Revenue Agency takes the position that strip bonds are a “prescribed debt obligation” within the meaning of the Tax Act. Consequently, a purchaser will be required to include in income in each year a notional amount of interest, notwithstanding that no interest will be paid or received in the year. Strips may therefore be more attractive when purchased and held in non-taxable accounts, such as self-directed Registered Plans, pension funds and charities.

In general terms, the amount of notional interest deemed to accrue each year will be determined by using the interest rate which, when applied to the total purchase price (including any dealer mark-up or commission) and compounded at least annually, will result in a cumulative accrual of notional interest from the date of purchase to the date of maturity equal to the amount of the discount from face value at which the strip bond was purchased.

For individuals and certain trusts, the required accrual of notional interest in each year is generally only up to the anniversary date of the issuance of the underlying bond. For example, if a strip bond is purchased on February 1 of a year and the anniversary date of the issuance of the underlying bond is June 30, only five months of notional interest accrual will be required in the year of purchase. However, in each subsequent year, notional interest will be required to be accrued from July 1 of that year to June 30 of the subsequent year (provided that the strip bond is still held on June 30 of the subsequent year).



In some circumstances the anniversary date of the issuance of the underlying bond may not be readily determinable. In these circumstances individual investors may wish to consider accruing notional interest each year to the end of the year instead of to the anniversary date.

A corporation, partnership, unit trust or any trust of which a corporation or partnership is a beneficiary is required for each taxation year to accrue notional interest to the end of the taxation year and not just to an earlier anniversary date in the taxation year.

***Disposition of Strip Bonds Prior To Maturity***

A purchaser who disposes of a strip bond prior to, or at, maturity, is required to include in the purchaser's income for the year of disposition notional interest accrued to the date of disposition that was not previously included in the purchaser's income as interest. If the amount received on a disposition exceeds the total of the purchase price and the amount of all notional interest accrued and included in income, the excess will be treated as a capital gain. If the amount received on disposition is less than the total of the purchase price and the amount of all notional interest accrued and included in income, the difference will be treated as a capital loss.

***Strip Bond Packages***

For tax purposes, a strip bond package is considered a series of separate strip bonds with the income tax consequences as described above applicable to each such component of the strip package. Thus a purchaser of a strip bond package will normally be required to make a calculation in respect of each component of the strip bond package and then aggregate such amounts to determine the notional interest accrued on the strip bond package. As an alternative, in cases where the strip bond package is issued at or near par and is kept intact, the Canada Revenue Agency will accept tax reporting that is consistent with reporting for ordinary bonds (i.e., reported on a T5 tax slip as accrued interest where it is matched by cash flow), including no obligation to report premium or discount amortization where the strip bond package is subsequently traded on the secondary market.

\*\*\*\*\*

# Disclosure statement corporate bond / debentures investments

A corporate bond/debenture is an obligation of the issuing corporation. These investments are not guaranteed by either CIBC or its affiliates, or by the Canada Deposit Insurance Corporation.

Corporate bonds/debentures have a specific risk rating depending on the creditworthiness of the issuing corporation. (This rating is set by independent rating agencies, not by CIBC or its affiliates.)

CIBC or its affiliates regularly disclose the ratings to investor clients prior to purchase. The ratings may change at any time and the value of the bond/debenture, if sold prior to maturity, depends on the creditworthiness of the issuer and on the market conditions at time of sale.

CIBC or its affiliates therefore cannot and do not guarantee the accuracy of the rating, nor can it assure investors the ratings passed through CIBC or its affiliates are completely current. The responsibility is with the investor to be aware of the creditworthiness and its respective features of the issuing corporation on an ongoing basis. Lastly, investors should also ensure that they are aware of and understand the features of the corporate bond/debenture that they are purchasing. Features such as the maturity date, yield, interest rate payment dates and rights of redemption will vary.

## Mutual funds payment disclosure statement

There are three purchase choices in the purchase of mutual funds:

1. Sales charge (front load) option
2. Deferred sales charge (rear load or low load) option
3. No-load funds option

**Note:** Deferred Sales Charge Option mutual funds are no longer available for purchase at CIBC Investor's Edge.

These purchase options are detailed in the applicable mutual fund prospectus and are described below. To determine the applicable fees, refer to the Commission and Fees Schedule and the applicable prospectus for the mutual funds.

### Sales charge (front load) option payment choice:

Under this option I will be required to pay a percentage of the purchase amount at the time of purchase. No fee will be payable when units are subsequently redeemed.

### Deferred sales charge (rear load or low load) payment choice:

No fee is payable at the time of purchase. A fee, based upon the value of the units at the time of the redemption, may be payable depending upon how long the units have been held.

### No-load funds:

There is no charge for purchases, however for some funds there may be a redemption charge and/or set-up fee payable to the mutual fund company.

# Contact us

1. Visit us at [investorsedge.cibc.com](http://investorsedge.cibc.com)
2. Tel: [416 980-3343](tel:4169803343)  
Toll-free: [1 800 567-3343](tel:18005673343)  
Asian language trading: [1 888 366-6888](tel:18883666888)
3. Regular mail to:  
CIBC Investor Services Inc.  
ATTN: Client Satisfaction Department  
161 Bay Street, 4th Floor  
Toronto ON M5J 2S8



## Commissions, fees and other disclosure information

# Commission and Fees Schedule

**Effective September 1, 2024**

As a client of CIBC Investor's Edge®, you have agreed to pay certain charges based on the types of investments you buy, sell and hold in your account. You have also agreed to pay certain fees relating to the general operation of your account.

This Commission and Fees Schedule describes the fees and charges you may incur in your account. Read this schedule closely as it contains important information for you.

## This schedule is organized in the following way:

### 1. Charges relating to trading in your account:

This section provides you with information on CIBC Investor's Edge Active Trader Pricing, and on commissions payable based on the type of investments you choose to buy or sell, as well as the channel through which you buy or sell them.

### 2. Interest rates applicable to your account:

This section describes the interest rates which may be applicable to debit and credit balances in your account, and explains how CIBC Investor's Edge calculates interest.

### 3. Fees relating to the general operation of your account:

This section describes the fees that will be charged depending on the type of account you have with CIBC Investor's Edge.

## Charges relating to trading in your account

### Standard commission rates

Equity and option orders placed using our electronic brokerage services<sup>5</sup>

### Canadian and U.S. equities and options: purchase and sale

- Equities (stocks, ETFs and other equity securities per trade traded on an exchange or marketplace): \$6.95 (CAD or USD)
- Options: \$6.95 + \$1.25 per contract

### Active Trader Pricing<sup>6</sup>

- Criteria: 150 or more equity or option trades per quarter
- Equities<sup>6</sup>: \$4.95
- Options<sup>6</sup>: \$4.95 + \$1.25 per contract

Fees for U.S. transactions are charged in U.S. dollars.

<sup>5</sup> Orders placed using our Electronic Brokerage Services only, which means orders placed electronically through the CIBC Investor's Edge online and mobile channels, or other electronic channels as they become available.

<sup>6</sup> See [Active Trader Pricing Terms & Conditions](#) on page 53 for full details

## Equity and option orders placed by phone with a CIBC Investor's Edge Investment Representative

### Canadian equities: purchase and sale

Stock price	Commission (CAD \$)
\$0.00 - \$0.245	2.50%
\$0.25 - \$1.00	\$35 + 1/2 cent per share
\$1.01 - \$2.00	\$35 + 2 cents per share
\$2.01 - \$5.00	\$35 + 3 cents per share
\$5.01 - \$10.00	\$35 + 4 cents per share
\$10.01 - \$20.00	\$35 + 5 cents per share
\$20.01 and over	\$35 + 6 cents per share

### U.S. equities: purchase and sale

Stock price	Commission (U.S. \$)
\$0.00 - \$0.245	3.00%
\$0.25 - \$1.00	\$39 + 2 cents per share
\$1.01 - \$2.00	\$39 + 3 cents per share
\$2.01 - \$5.00	\$39 + 4 cents per share
\$5.01 - \$10.00	\$39 + 5 cents per share
\$10.01 - \$20.00	\$39 + 6 cents per share
\$20.01 - \$30.00	\$39 + 7 cents per share
\$30.01 and over	\$39 + 8 cents per share

### Options: purchase and sale

Option price	Commission
\$0.00 - \$2.00	\$35 + \$1.50 per contract
\$2.01 - \$3.00	\$35 + \$2.00 per contract
\$3.01 - \$4.00	\$35 + \$2.50 per contract
\$4.01 - \$5.00	\$35 + \$3.00 per contract
\$5.01 and over	\$35 + \$3.50 per contract

U.S. commissions are in U.S. dollars.

**Note:** A minimum commission of \$50 applies to Canadian and U.S. orders placed by phone with a CIBC Investor's Edge Investment Representative. The commission charged may be allocated based on the value of multi-leg option trades.

Transactions of principal value over \$250,000 placed by phone with a CIBC Investor's Edge Investment Representative are negotiable for both Canadian and U.S. equities.

Auto assignments and exercises of option positions will be charged \$6.95 plus \$1.25 per contract. The regular equity commission schedule placed by phone with an Investment Representative will apply to your requests to exercise an option position.

Multiple buy or sell orders placed for the same security, within the same account, same side of the market, and both executed on the same day will be charged separate commissions. If an order is executed on more than one day, it will be charged a separate commission on each day it is partially executed.

When you place an order through one channel (e.g., online), and make a change to the order using a different channel (e.g., by phone with a CIBC Investor's Edge Investment Representative), you will be charged commission based on the service with the highest commission charge. Multiple charges may also apply when transacting orders through different channels or offers.

Fees or taxes may be charged to your account as a result of your transactions for services provided by governmental authorities in any jurisdiction (e.g. SEC fees charged for U.S. sale transactions or financial transaction tax (FTT) levied according to individual country's government regulations for application financial transactions).

No electronic communication networks (ECN) or alternative trading systems (ATS) fees will be charged in connection to purchases or sales of equities.

### Over-the-counter equities: purchase and sale

U.S. Over-the-Counter (OTC) market trades that must be placed by phone with a CIBC Investor's Edge Investment Representative will be charged the regular equity commission schedule placed by phone with an Investment Representative. Certain jurisdictions restrict the purchase and/or sale of OTC shares. Contact a CIBC Investor's Edge Investment Representative by calling the telephone number available in the Contact us section below.

### Foreign equities: purchase and sale

Trades made on exchanges outside North America are subject to different charge. While a charge will apply to such trades, the amount of the charge may vary depending on the market through which the trade is placed, and is subject to change by the broker used to place the trade. A minimum commission of \$250 (or a minimum of \$100 plus jitney fee for CIBC Premium Edge<sup>7</sup> program participants) applies to all foreign equity trades. Contact a CIBC Investor's Edge Investment by calling the telephone number available in the contact us section below.

### Block Trade or Order Requiring Special Handling

Order size	Commission
Under \$500K	\$50
\$500K - \$1M	\$100
\$1M - \$5M	\$250
\$5M - \$10M	\$500
\$10M and over	\$750

A block trade or order requiring special handling includes: (i) equity transactions for 10,000 shares and/or greater of TSX, U.S. listed and U.S. Over the Counter (OTC) stocks, or value is greater than \$100,000; (ii) equity transactions for 100,000 shares or greater of TSX Venture Exchange (TSXV) stocks; and (iii) any order that you or we determine requires special handling, such as low volumes, big spreads, iceberg orders or anonymous orders. These orders must be placed by phone with a CIBC Investor's Edge Investment Representative. U.S. commissions are in U.S. dollars.

<sup>7</sup> To be eligible for the CIBC Premium Edge program, clients must hold accounts in their name with a combined household market balance at CIBC Investor's Edge in excess of \$1,000,000, while medical professionals qualify with market balances exceeding \$500,000, and CIBC Private Wealth clients are eligible for the CIBC Premium Edge program regardless of their market balances. CIBC Investor's Edge retains the right to modify program benefits and remove clients at any time who no longer meet the criteria without prior notification.



## For all other securities

The spread and commission will be built into the yield you receive and will not be a separate charge to you on top of the price of the security.

### Bonds and secondary market transactions in GICs & structured notes

Transaction type	Commission
Buy and sell	\$3.00 per \$1,000 face value (minimum: \$30 and maximum: \$250)

CIBC Investor's Edge's affiliates will receive remuneration based on the spread. The spread is the difference between the bid and offer prices on the security for the applicable marketplace. This spread will differ based upon various factors such as the nature and liquidity of the security. A spread is charged on various bonds. You may be required to purchase a minimum amount, which may vary by security. In addition to the spread, you will be charged a commission. The spread and commission will be built into the yield you receive. Secondary market transactions are trades in previously issued securities. Commissions for U.S. dollar transactions are charged in U.S. dollars.

### Money market (including T-Bill, banker's acceptance & commercial paper)

Transaction type	Commission
Buy and sell	Up to 2% on the purchase amount

You may be required to purchase a minimum amount, which may vary by security. CIBC Investor's Edge's affiliates will receive remuneration based on the spread. The spread is the difference between the bid and offer prices for the security. This spread will differ based upon various factors such as the nature and liquidity of the security. In addition to the spread, you will be charged a commission that will generally range up to 2%, depending on the duration of the investment. The actual percentage may vary depending on the particular trade. The spread and commission will be built into the yield you receive.

Commissions for U.S. dollar transactions are charged in U.S. dollars.

### Exchange-traded debentures and notes

Purchase amount	Charge
Up to \$49,000	\$40 + \$1.50 per \$1,000
\$50,000 and over	\$40 + \$1.00 per \$1,000

Fees for U.S. transactions are charged in U.S. dollars.

### Initial Public Offerings and new issues of GICs and structured notes

Transaction type	Commission
Buy	\$0

### Mutual Funds

Transaction type	Commission
Purchases and redemptions (excluding switches and conversions)	\$6.95
Regular Investment Plan purchases	\$0

Commissions for U.S. dollar transactions are charged in U.S. dollars.

**Note:** Switch orders are only permitted within the same family of funds and within the same load class, on the same day, unless switching from a trailer-paying class or series to a non-trailer paying unit class or series. Commissions on money market mutual fund transactions are waived.

## Investment funds

Investment fund companies (including mutual funds) issue many different series of funds, with many different sales options. Refer to your offering documentation for full details on the sales options available for a particular fund. Based on the sales option you select, commissions may be charged either upfront or upon redemption. Commissions will generally range up to 5%, depending on the sales option you choose and how long you hold the investment. The actual percentage may vary depending on the particular trade.

Where a switch to a corresponding class or series of the same mutual fund with no trailing commission is not available as described in Section 10 of the Customer Agreement, a management fee rebate (MFR) may be provided by an investment fund manager (IFM) at their discretion. Where an IFM determines an MFR will not be provided or where a switch to a similar fund that is non-trailer-paying is available but your fund unit(s) may be subject to a deferred sales charge, CIBC Investor's Edge will provide a dealer rebate equal to the amount of the trailer received from the IFM and will be processed into your account on at least a quarterly basis and reflected on your statement. For more information, visit our website or speak with one of our customer representatives—information is available in the Contact us section below.

Fund companies may charge additional fees. For example, mutual funds may charge fees with respect to short-term trading.

These fees may vary, but will often be a fee of up to 2% of the amount you redeem, if you redeem mutual fund securities within 90 days of purchase. Read the applicable prospectus. With the exception of CIBC funds, there is a \$1,000 minimum initial investment for all mutual fund orders (unless a higher minimum is set by the mutual fund company). For CIBC mutual fund orders, the minimum investment is \$500.

## Gold and Silver Certificates: Purchase and Sale

Purchase amount	Charge
Up to \$20,000	\$40 + 0.250% of trade value
Next \$80,000	\$40 + 0.125% of trade value
Assets over \$100,000	\$40 + 0.105% of trade value

Fees for U.S. transactions are charged in U.S. dollars.

**Note:** Physical precious metal holdings represented by certificates are subject to safekeeping fees charged by the issuer. E-certificates are typically not subject to safekeeping fees.

## Foreign currency transactions

If you make a trade involving a security, or have received a corporate entitlement such as dividends or interest from an issuer of securities, which are denominated in a currency other than the currency of the component of the account in which the trade is to settle, a conversion of currency shall be required. In all such transactions and at any time a conversion of currency is made, we or an affiliate of ours will act as principal with you in converting the currency at rates established or determined by us or parties related to us. In performing this function, we and the parties related to us will earn spread-based revenue, in addition to the commission or fees applicable to such a trade, based on the difference between the rate we and our affiliates obtain and the rate you receive. The foreign exchange spread rates can be found on the pricing page or speak with our customer representatives by calling the telephone number available in the Contact us section below. Conversion of currency will take place at the trade date unless otherwise agreed. Spread rates are subject to change and will be posted on the pricing page.

# CIBC Investor's Edge – Active Trader Pricing plans

## Terms & Conditions

Read this document which sets out the terms and conditions that apply to any CIBC Investor's Edge account enrolled in CIBC Investor's Edge Active Trader Pricing.

## Enrolment

CIBC Investor's Edge will automatically enroll clients in the Active Trader Pricing if a client meets the criteria as outlined in the section Eligibility. CIBC Investor's Edge reserves the right to remove or downgrade clients at any time and without notice if they do not meet the eligibility criteria as listed in the section Eligibility.

## Eligibility

The Active Trader Pricing plan is available to any CIBC Investor's Edge client who holds an account at CIBC Investor's Edge and meets the eligibility requirements.

To qualify for Active Trader Pricing, clients must have executed at least 150 trades per calendar quarter.

For the purpose of determining the average number of trades per quarter, CIBC Investor's Edge can include the sum of trades executed across all CIBC Investor's Edge accounts for which CIBC Investor's Edge determines the client to be the account owner. Non-personal accounts and accounts owned by other clients at the same address cannot be combined for determining Active Trader Pricing eligibility, but can qualify separately.

CIBC Investor's Edge will review client accounts quarterly to determine whether clients are, or continue to be eligible for Active Trader Pricing based on trading activity but retain the right to review at any time a client's trading activity and to revoke participation in Active Trader Pricing without warning if eligibility criteria are not met. Clients who do not meet the eligibility criteria as determined by CIBC Investor's Edge in its sole discretionary will be subject to standard commission rates.

## Trades

For the purposes of Active Trader Pricing, "Trades" include buys and sells of equity and option securities that are placed electronically through the CIBC Investor's Edge online and mobile channels, or other electronic channels as they become available. Certain trades executed through the CIBC Investor's Edge Contact Centre by phone that are not available through electronic channels will also be eligible as qualifying "Trades", including certain option strategies and the exercise and automatic assignment of options. The following are not considered to be "Trades" for the purposes of Active Trader Pricing, and will be subject to regular fees and/or commissions for orders placed by phone with an Investment Representative:

- All trades executed through the CIBC Investor's Edge Contact Centre, with the exception of those transactions previously mentioned
- New issues (e.g., securities distributed by way of prospectus)
- Trades in mutual funds
- Trades in bonds
- Debit sellouts for monies owed
- Trades in precious metals
- U.S. Over-the-Counter (OTC) securities
- Manual exercise of options

## Amendments and termination

CIBC Investor's Edge may change the terms and conditions of Active Trader Pricing at any time, upon 60 days' notice to the accountholder. Communications to the accountholder will be made in accordance with the agreements set out in the CIBC Investor's Edge Agreements and Disclosures Booklet.

The accountholder may terminate participation in the Active Trader Pricing plan at any time upon notice to CIBC Investor's Edge.

## Interest rates applicable to your account

### Interest Rates and Terms

Interest is calculated daily based on the closing debit or credit balance in the account and charged or paid monthly. Interest will begin to be calculated as soon as there is a debit or credit balance in the account.

The interest accrual period is from the 16th day of the previous month to and including the 15th day of the current month, and is posted to the account on the 16th day of the current month. Interest on debit and credit balances will be calculated separately at the appropriate tiered rates. CIBC Investor's Edge will set the interest rate on debit and credit balances.

Interest rates and the terms of interest rates applicable to debit and credit balances are subject to change from time to time in the sole discretion of CIBC Investor's Edge without further notice and may vary according to the size of the debit or credit balance. Interest amounts less than \$5.00 CAD per month are neither charged nor paid on regular accounts and interest amounts less than \$1.00 CAD per month are neither charged nor paid on registered accounts.

CIBC Investor's Edge's current interest rates and terms of interest rates may be obtained free of charge when you visit our pricing page on our website or speak with one of our customer representatives—information is available in the Contact us section below.

## Fees relating to the general operation of your account

### Annual fees

Combined account balances	Fee	Exemption
\$10,000 or more	\$0	-
Less than \$10,000	\$100	No annual fee for: <ul style="list-style-type: none"><li>• New CIBC Investor's Edge clients for less than 180 days</li><li>• Students holding a CIBC Smart Account for Students</li><li>• Young investors under 25 holding a chequing account with CIBC Smart Start</li><li>• High net worth clients enrolled in the CIBC Premium Edge program<sup>8</sup></li></ul>

### Details

- Combined account balance means the market value of securities plus cash and less any debit balances across all of the CIBC Investor's Edge accounts held by you as determined in our sole discretion
- The annual fee will be charged in the last full week of September for the current calendar year to clients with a combined account balance of less than \$10,000, unless one of the exemptions applies
- Restricted accounts with overdue account documentation for more than 180 days are excluded from the combined account balance calculation and will be charged an annual fee separately
- For joint accounts, fees will only be charged if the account holder whose name appears first on the account does not meet the exemption criteria
- Non-personal accounts (such as those opened by a corporation, sole proprietorship, partnership, estate, trust etc.) are not combined with personal accounts and will be charged annual fees as separate clients
- The annual fee will be divided equally and charged to all active accounts (excluding First Home Savings Account [FHSA]) with a positive account balance or within which a security is held. Fees are deducted from accounts with available cash or margin first. For example, a client with 4 active accounts will be charged \$25.00 per account.
- Clients must ensure there is sufficient cash or margin in each account to cover the fees
- GST/HST/QST and PST are charged where applicable

## Registered Plan Fees

### RRSP deregistration

- Full plan withdrawal: \$100
- Partial plan withdrawal<sup>8</sup>: \$50
- Home Buyers' Plan (HBP) withdrawal: \$0
- Lifelong Learning Plan (LLP) withdrawal: \$0

### FHSA deregistration

- Qualifying first-home withdrawal: \$0
- Full plan withdrawal: \$0
- Partial plan withdrawal<sup>9</sup>: \$0

### RRIF/LIF payments

- Scheduled payments: \$0
- One-time payments: \$0
- Full plan closure: \$0
- Transfers out (partial/full): \$150

### Locked-in plans

- Unlocking and withdrawals from LIF/LIRA: \$0
- Substitutions (swaps): \$35 per security  
For exchanging securities held in your LIF/LIRA/RRSP/RRIF/RESP/FHSA with cash or securities of equal value held within a similar plan where permitted.

**Note:** GST/HST/QST and PST are charged where applicable.

## Mortgages fees for registered accounts

The mortgage administration fee is in addition to the annual RRSP/RRIF general administration fee. The mortgage administration fee is \$225, payable on September 1st, for each mortgage held in your account at any time during the period of January 1st to December 31st. The fee is not payable on a pro rata basis for any partial year that a mortgage is in your account.

- **Mortgage set-up fee** for each mortgage, payable at the time each mortgage is established in your plan: \$200
- **Renewal fee** for each mortgage: \$85
- **Early renewal fee** for each mortgage: \$100
- **Discharge fee** for each mortgage: \$100
- **Transfer in/out fee** for each mortgage: \$100

Additional fees (such as legal, appraisal, and CMHC/GEMI application fees) are applicable for most mortgages. Contact a CIBC Investor's Edge customer representative for more details.

**Note:** GST/HST/QST and PST are charged where applicable.

---

<sup>8</sup> A Partial Plan Withdrawal that results in a balance of \$100 or less remaining in a registered account is treated as a Full Plan Withdrawal and will be charged a fee of \$100.

## Other administrative fees

- Account investigation fee (minimum \$25): \$40/hr
- Cheque request: \$0
- Cheque stop payment: \$10 (within 10 business days of cheque issuance)
- Estate account processing : \$0
- Dishonoured (NSF) cheque or pre-authorized payment: \$45
- Duplicate statements or confirmations (per statement): \$10
- Reorganization or corporate action/election processing: no charge Note: third party charges may apply to the tender or event
- Unclaimed accounts<sup>9</sup> (per account): \$120 per year

## Cash & asset transfers

- Cash transfers to a CIBC bank account: \$0
- Cash transfers to other institutions (electronic): \$0
- Internal transfer between currency accounts: \$0
- Asset transfers between Investor's Edge accounts: \$0
- External transfer out to other institutions (partial/full): \$150  
The transfer fee is waived if your account is transferred within the CIBC Group of Companies

## Certificate registration or direct registration system (DRS) statement

- Deposit of a security certificate: \$0
- Registration of a security or DRS statement in your name or in the name of a specified person: \$50
- Registration of each additional certificate for the same security: \$5  
(Additional charges of \$250 apply for rush delivery requests of certificates)

## Private Placements

Clients may only purchase or transfer in securities of a non-reporting issuer, securities that are distributed in reliance upon an exemption from prospectus requirements or securities that are subject to restrictions on resale, on an exception-only basis.

- Setup fee: \$250 per security
- Transfer in fee: \$150 per security
- Annual fee: \$150 per account
- Redemption fee: \$75 per request (e.g., warrant exercise)

**Out-of-pocket expenses** incurred may be charged in certain circumstances (e.g., loss resulting from closing out a transaction, administration time, cost of funds at the prevailing margin interest rate to carry the account in a positive position, courier charges, etc.). If charges apply for additional services you request, they will be disclosed prior to implementation.

**Notice of fee change:** If a fee applicable to your account is increased or a new fee is introduced, you will receive notification 60 days prior to the fee being charged.

If the fee relates to an activity in the Canadian dollar portion of your account, the charge will be in Canadian dollars. If the fee relates to an activity in a different currency component of your account, the charge will be in the currency of that component of your account, unless otherwise noted.

**Note:** GST/HST/QST and PST are charged where applicable.

---

<sup>9</sup> This fee is charged to accounts where the client address is unknown, or where the account is unclaimed. Clients are responsible for ensuring that we have their up-to-date mailing address on file.

## Contact us

1. Visit us at [investorsedge.cibc.com](http://investorsedge.cibc.com)
2. Tel: 416 980-3343  
Toll-free: 1 800 567-3343  
Asian language trading: 1 888 366-6888
3. Regular mail to:  
CIBC Investor Services Inc.  
ATTN: Client Satisfaction Department  
161 Bay Street, 4th Floor  
Toronto ON M5J 2S8

## Disclaimers

CIBC Investor Services does not provide you with any legal, tax or accounting advice or advice regarding the suitability or profitability of a security or investment in a CIBC Investor's Edge account. You assume full responsibility for transactions in your CIBC Investor's Edge account and for your investment decisions. CIBC Investor's Edge is a division of CIBC Investor Services Inc. (CIBC ISI). CIBC ISI and CIBC World Markets Inc. (WM) are subsidiaries of CIBC. We are required by the regulators to inform you that WM (the carrying broker) provides certain back-office services to CIBC ISI (the introducing broker) including trade execution, settlement, custody of cash and securities, bookkeeping, and financing of customer positions. For regulatory purposes, you are a client of WM.

Cash balances in non-registered accounts are not insured by the Canada Deposit Insurance Corporation or any other government insurer but are fully guaranteed by CIBC. Unless with respect to a specific security you are informed to the contrary, securities sold are not guaranteed by the Canada Deposit Insurance Corporation or CIBC. The value of many securities may fluctuate.

<sup>®</sup>Registered trademark of CIBC.

CIBC Investor Services Inc. licensee of mark.

# How CIRO protects investors



## How CIRO protects investors



You are opening an account with a firm regulated by the Canadian Investment Regulatory Organization (CIRO). CIRO regulates the activities of Canadian investment dealers and mutual fund dealers and the advisors they employ.

CIRO works to protect investors. Here is how:



### Rules and Standards

CIRO sets rules for the firms and advisors we regulate, from conduct rules regarding the handling of your account to capital requirements to reduce the risk of a firm insolvency to how your firm trades on a marketplace. These rules protect investors like you.



### Oversight

We conduct regular reviews of all firms to make sure they comply with our rules. We also monitor the trading activity of all Canadian marketplaces. We can take disciplinary action if firms or their advisors break our rules.





### Registration and Education Requirements

Advisors registered with a CIRO regulated firm must pass background checks and specific education requirements before they become registered. They must also meet continuing education requirements to keep their knowledge up to date.



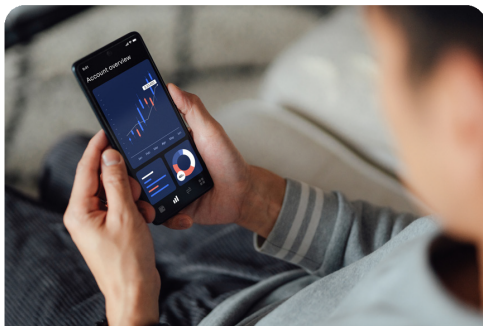
### Putting Your Interests First

If you are receiving investment advice, your advisor must first work with you to understand your personal and financial circumstances, investment needs and objectives, risk profile and investment time horizon. Any investment recommendation your advisor makes must be suitable for you and put your interests first.



### Keeping You Informed

Your firm must keep you informed about your investments with regular account statements and periodic reports on the fees and charges you pay and the performance of your investments.



### Addressing Your Complaints

You can complain directly to your firm and they must address your complaint fairly. You can also complain directly to CIRO if you feel there has been misconduct in the handling of your account and we can investigate and, if necessary, take disciplinary action.



### Ombudsman

If you are not satisfied with your firm's response to your complaint, you can also complain to the Ombudsman for Banking Services and Investments. Learn more at [obsi.ca](https://obsi.ca)



### CIPF Protection

Your account is eligible for CIPF protection if your CIRO regulated firm becomes insolvent. Learn more at [cipf.ca](https://cipf.ca)

Questions?

Contact us:  
1-877-442-4322

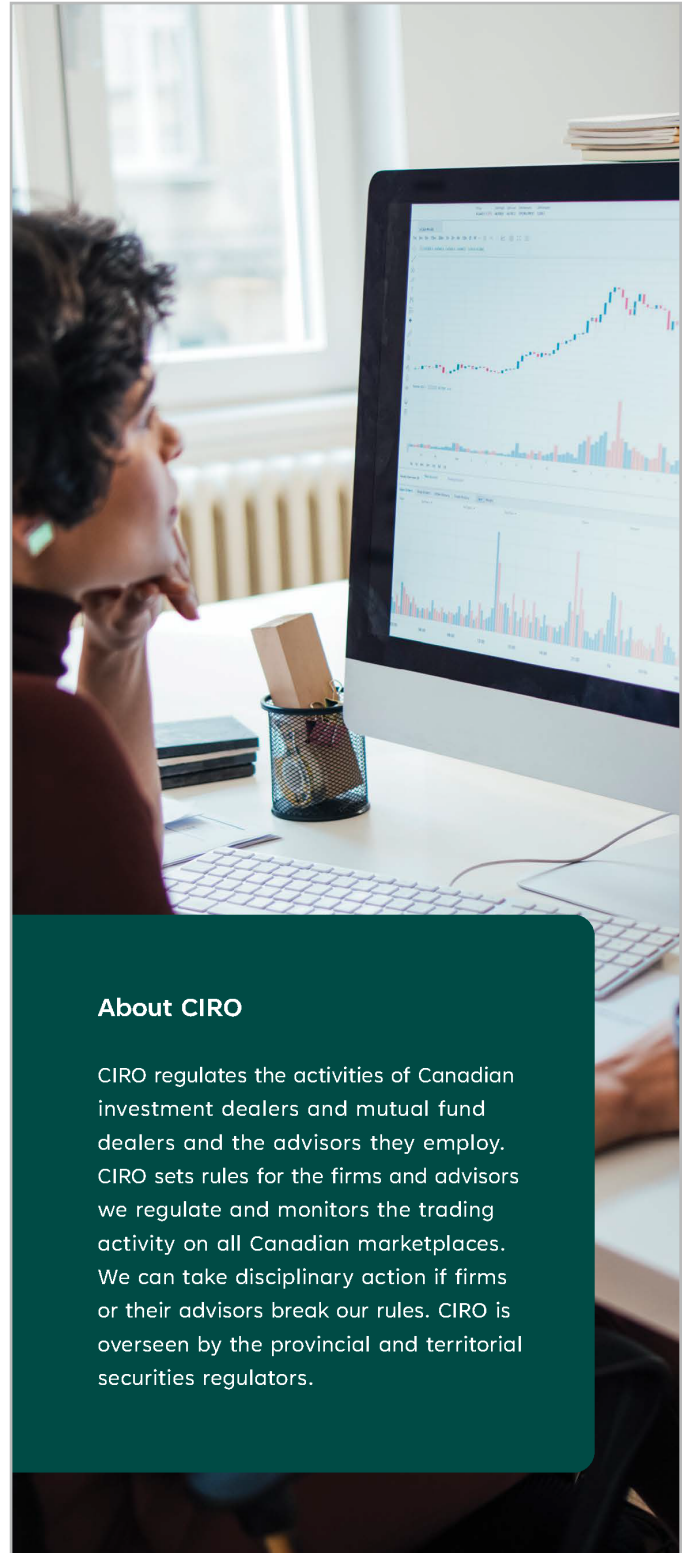


[ciro.ca](https://ciro.ca)

# How to Make A Complaint



## How to Make A Complaint



### About CIRO

CIRO regulates the activities of Canadian investment dealers and mutual fund dealers and the advisors they employ. CIRO sets rules for the firms and advisors we regulate and monitors the trading activity on all Canadian marketplaces. We can take disciplinary action if firms or their advisors break our rules. CIRO is overseen by the provincial and territorial securities regulators.

Here is what you need to know if you have a complaint about your advisor or investment firm regulated by CIRO.

### **You Can Make a Complaint to Your Investment Firm**

Clients of a firm regulated by CIRO who are not satisfied with a financial product or service can make a complaint to the firm and seek resolution of the problem. The firm must follow our rules for handling client complaints and address your complaint promptly and fairly. You can find your firm's contact information on your account statement and your firm's complaint handling procedures on their website.

---

Learn more at [ciro.ca](http://ciro.ca) about how to make a complaint, where you can get help and your options for seeking compensation.



### **You Can Also Complain Directly to CIRO**





If you feel there has been misconduct in the handling of your account we want to hear from you. You can complain to CIRO directly and we can investigate to determine if your advisor or firm has broken our rules and, if necessary, take disciplinary action. Disciplinary action can include fines or suspensions for firms or advisors that have broken our rules. You can make a complaint to CIRO, at any time, whether or not you have complained to your firm. However, CIRO does not order compensation to investors. If you are seeking compensation, the first step is to make a complaint to your investment firm. You can also consider the options described on the pages that follow.

We can be contacted by:

- 1 Completing the easy and convenient online complaint form at [ciro.ca](http://ciro.ca)
- 2 By email at [info@ciro.ca](mailto:info@ciro.ca)
- 3 By telephone at 1-877-442-4322
- 4 Fax at 1-888-497-6172
- 5 40 Temperance Street, Suite 2600  
Toronto, ON M5H 0B4

#### Examples of Complaints We Investigate

Your firm or advisor:

-  Recommended investments that were too risky for you;
-  Made trades in your account without your permission or used your funds in ways that you were unaware of;
-  Charged you fees that were not explained to you;
-  Signed forms on your behalf without your knowledge.

Learn more at [ciro.ca](http://ciro.ca) about how to make a complaint, where you can get help and your options for seeking compensation.

## If You Are Seeking Compensation You Have Options

### The Ombudsman for Banking Services and Investments (OBSI)

If you do not receive a response from your investment firm within 90 days or you are not satisfied with the firm's response you can go directly to OBSI. OBSI is Canada's free, independent and impartial service for resolving investment and banking disputes with participating firms. CIRO requires all the investment firms it regulates to take part in the OBSI process. OBSI can recommend compensation up to \$350,000, but currently its decisions are not legally binding. **You have 180 days to bring your complaint to OBSI after receiving a response from your investment firm. If your firm has not responded within 90 days, then you can take your complaint to OBSI without your firm's response.**

You can contact OBSI at:

- 1 1-888-451-4519
- 2 [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca)
- 3 [obsi.ca](http://obsi.ca)
- 4 20 Queen Street West, Suite 2400  
P.O. Box 8  
Toronto, ON M5H 3R3



## Other Options

### Going to Court

You can hire a lawyer to take legal action or to assist you with your complaint, however this can be an expensive option. There are also time limits on legal action, which vary by province or territory. Once the time limit expires you may not be able to pursue your claim.

### Arbitration

Arbitration is a process where a qualified arbitrator, chosen in consultation with both you and the investment firm, hears both sides and makes a final, legally binding decision about your complaint. This option is available if your CIRO firm is an investment dealer. There are costs to using arbitration, though often less than going to court. The arbitrator acts like a judge and reviews facts presented by each side of the dispute. Either side can choose to be represented by a lawyer, though this is not required. Arbitrators in the CIRO arbitration program can award up to \$500,000.

Learn more at [cipro.ca](http://cipro.ca) about how to make a complaint, where you can get help and your options for seeking compensation.

## Provincial and Territorial Securities Regulators

### Quebec

If you live in Quebec, in addition to the options previously described, you can use the free services of the **Autorité des marchés financiers** (AMF). If you are dissatisfied with the firm's handling of the complaint or the outcome, you can request to have the complaint examined by the AMF. The AMF will assess the complaint and may offer conciliation and mediation services, though firms are not required to participate.

If you think you are a victim of fraud, fraudulent tactics or embezzlement, you can contact the AMF to see if you meet the eligibility to submit a claim to the Fonds d'indemnisation des services financiers ("Financial Services Compensation Fund"). Up to \$200,000 can be payable for an eligible claim.

For more information on the AMF:

- 1 1-877-525-0337
- 2 [lautorite.qc.ca/en](http://lautorite.qc.ca/en)



### Other Provinces or Territories

Some provincial or territorial securities regulators can, *in certain cases*, seek an order that a person or company that has broken securities law pay compensation to harmed investors who make a claim. These orders are enforced similar to court judgments.

Access the link to your provincial or territorial securities regulator by visiting the following Canadian Securities Administrators page:  
[securities-administrators.ca/about/contact-us](https://securities-administrators.ca/about/contact-us)

Learn more at [ciro.ca](https://ciro.ca) about how to make a complaint, where you can get help and your options for seeking compensation.



Your complaint matters. It helps to ensure you are treated fairly and can help CIRO better protect investors now and in the future.

Learn more about how to make a complaint, where you can get help and your options for seeking compensation.



[ciro.ca](https://ciro.ca)

# Canadian Investor Protection Fund (CIPF)



## Canadian Investor Protection Fund

## What does CIPF do for investors?

---

CIPF is a compensation fund that provides protection (within certain limits) if property being held by a member firm on a customer's behalf is missing (i.e., not returned to the customer) following the member firm's insolvency.

Member firms are (i) investment dealers and/or (ii) mutual fund dealers that are members of the Canadian Investment Regulatory Organization (CIRO) which oversees all investment dealers and mutual fund dealers in Canada. Lists of CIPF member firms are available at [www.cipf.ca](http://www.cipf.ca).

# What does CIPF cover?

## CIPF COVERS:

■ Missing property - This is property held by a member firm on your behalf that is not returned to you following the firm's insolvency. Missing property can include:

- cash and cash equivalents
- securities
- commodity and futures contracts
- segregated funds

A "security" is a type of financial instrument. Examples of securities include: bonds, GICs (guaranteed investment certificates), shares or stock of a company, units or shares of an investment fund such as mutual fund or an ETF (exchange-traded fund), and units of limited partnerships.

## CIPF DOES NOT COVER:

- • Losses resulting from any of the following:
  - a drop in the value of your investments for any reason
  - investments not suitable for you
  - fraudulent or other misrepresentations made to you
  - misleading information given to you
  - important information not disclosed to you
  - poor investment advice
  - the insolvency or default of the company or organization that issued your security
- Securities held directly by you, where you have received the share certificate or other ownership documentation for the investment. CIPF coverage does not apply since the member firm is not holding this property for you.
- Mutual funds registered in your name and held directly at the mutual fund company.
- Customer accounts held at a mutual fund dealer if the office serving you is located in Québec, unless the member firm is also registered as an investment dealer.
- Crypto assets held by a member firm on your behalf that are missing at the time of the member firm's insolvency.
- Other exclusions identified in the CIPF Coverage Policy, available at [www.cipf.ca](http://www.cipf.ca).



## AM I ELIGIBLE FOR CIPF PROTECTION?

■ If you meet the 3 points of eligibility below, you are eligible for CIPF protection:

1. **Eligible Customer:** Customers of an insolvent member firm are generally eligible, unless they are in the list of ineligible customers in the CIPF Coverage Policy. Ineligible customers include a director of the firm or an individual who contributed to the firm's insolvency.
2. An **Eligible Account** must be:
  - Used for transacting securities or commodity and futures contracts business, and
  - Fully disclosed in the records of the member firm, which would normally be shown by receipts, contracts and statements that have been issued to you by the member firm.

A mutual fund dealer account located in Québec is not an eligible account, unless the member firm is also registered as an investment dealer. Accounts are considered to be located in Québec if the office serving the customer is located in Québec. Mutual fund dealer customers with accounts in Québec are encouraged to contact their advisor for information about the coverage available for these accounts.
3. **Eligible Property:** may include cash and cash equivalents, securities, commodity and futures contracts, and segregated funds held by a member firm, but excludes crypto assets.

## HOW DOES COVERAGE WORK?

■ If a customer bought one hundred shares of Company X at \$50 per share through a member firm, and the share value on the day of the member firm's insolvency was \$30, CIPF's objective would be returning the one hundred shares to the customer because that's the property in the customer's account at the date of insolvency. If the one hundred shares are missing from the account, CIPF would provide compensation based on the value of the missing shares on the day of the firm's insolvency. In this example, that's \$30 per share.

## WHAT ARE THE COVERAGE LIMITS?

■ CIPF will provide compensation for the value of the missing property as at the date of insolvency, up to the limits prescribed in the CIPF Coverage Policy. For an individual holding an account or accounts with a member firm, the limits on CIPF protection are generally as follows:

1. \$1 million for all general accounts combined (such as cash accounts, margin accounts, FHSAs and TFSAs), plus
2. \$1 million for all registered retirement accounts combined (such as RRSPs, RRIFs, LIRAs and LIFs), plus
3. \$1 million for all registered education savings plans (RESPs) combined where the client is the subscriber of the plan.

The limits of coverage for other types of clients are outlined on CIPF's website. All coverage by CIPF is subject to the terms and conditions of the CIPF Coverage Policy and Claims Procedures, available at [www.cipf.ca](http://www.cipf.ca).

# Your Partner in Investor Protection



CIBC INVESTOR  
SERVICES INC.

Check the Member Directory  
on CIPF's website to confirm  
you are dealing with a CIPF  
member firm.



---

For more information on CIPF,  
please visit [www.cipf.ca](http://www.cipf.ca) or call  
toll-free at 1.866.243.6981  
or 416.866.8366 or e-mail  
[info@cipf.ca](mailto:info@cipf.ca).



CIBC Investor Services does not provide you with any legal, tax or accounting advice or advice regarding the suitability or profitability of a security or investment in a CIBC Investor's Edge Account. You assume full responsibility for transactions in your CIBC Investor's Edge Account and your investment decisions. You acknowledge that your orders will be executed without prior review for suitability by CIBC ISI. In other words, CIBC ISI will not consider your personal and financial circumstances, investment knowledge, investment needs and objectives and risk profile or other similar factors when accepting orders from you.

® Registered trademark of CIBC.

CIBC Investor Services Inc. licensee of mark.