

**General Power of Attorney****Account Number****Account Name**

This General Power of Attorney is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by \_\_\_\_\_

For the above noted Investor Services account

**1. Appointment of Attorney(s). I appoint**\_\_\_\_\_  
Attorney Name**OR**\_\_\_\_\_  
Attorney Address\_\_\_\_\_  
Attorney Name\_\_\_\_\_  
Attorney Address

to be my lawful Attorney(s) on my behalf, in my name, for my benefit and from time to time, to carry out each and every securities-related transaction that I can carry out with CIBC Investor Service Inc. ("CIBC Investor Services"). Without limiting the generality of the foregoing, I specifically grant my Attorney(s) full power and authority to:

- a) give instructions for my account including the address for receipt of confirmations, statements and other communications from CIBC Investor Services;
- b) deposit any securities or moneys with CIBC Investor Services;
- c) request payments or securities from the account to be made or delivered to my Attorney(s), or to his or her order, and to give a receipt for the same;
- d) sell, assign, endorse and transfer any securities of any nature at any time standing in my name and to execute any documents necessary to effect the foregoing;
- e) receive and acquiesce in the correctness of any and all notices of transactions, statements of account and other records and documents;
- f) settle, compromise, adjust and give releases with respect to any and all claims, demands, disputes or controversies;
- g) receive requests and demands for payments or securities due, notices of intention to sell or purchase and other notices and demands; and
- h) borrow money in connection with any securities-related transaction including trading on margin and giving security in my name for any margin loan if I have opened a margin account with CIBC Investor Services Inc.

**2. Trading by my Attorney.**

I hereby ratify and confirm any and all trades, instructions, transactions and other acts previously and subsequently made by my Attorney(s). I will indemnify and hold CIBC Investor Services, its directors, officers and employees harmless against, and demand for, any loss, liability and expense (including any legal costs) if CIBC Investor Services is made a party to any action by the Attorney or to which I am a party which relates in any way to this Power of Attorney.

**3. Actions for my benefit.**

The actions of my Attorney(s) must be exclusively for my benefit; he or she may not deal with my property for his or her personal purposes. Each Attorney is aware of this limitation. CIBC Investor Services may, therefore, choose not to allow my Attorney to take certain actions if CIBC Investor Services is not satisfied that such actions are for my benefit.

**4. Substitute attorneys.**

My Attorney(s) may not appoint or substitute any person to act as an attorney on my behalf.

**5. Subsequent mental infirmity or legal incapacity.**

Subject to applicable provincial law, this Power of Attorney is to continue notwithstanding, and may be exercised during, any subsequent mental infirmity or legal incapacity of mine.

General Power of Attorney

6. **Termination upon death.**

This Power of Attorney terminates upon my death.

7. **Dealings with my Attorney(s).**

If the name of more than one Attorney appears in paragraph 1, CIBC Investor Services, will act upon the instructions of either Attorney. CIBC Investor Services may continue to deal with my Attorney under this Power of Attorney until notice of revocation or any act or event (including, among other things, the appointment of a committee of my estate) that may revoke this Power of Attorney has been given in writing to CIBC Investor Services. Until such notice, the acts of my Attorney with CIBC Investor Services will be binding on me.

8. To the extent permitted by law this agreement shall enure to the benefit of and be binding on me and CIBC Investor Services and our respective heirs, liquidators, administrators, successors and assigns.

9. I acknowledge that I have read and understand all of the provisions contained in this instrument and that I have received a copy of it.

10. This Power of Attorney does not necessarily revoke any Power of Attorney that I have previously signed, but if a previous Power of Attorney has clauses that are inconsistent with this one, the terms of this one will prevail. I may sign other Powers of Attorney in the future.

11. The parties confirm that they have requested this agreement and all documents relating thereto to be drawn up in the English language only.  
*Les parties confirment avoir exigé que ce contrat et tous les documents s'y rapportant soient rédigés en anglais seulement.*

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**Confirmation of Acts of Attorney(s)**

I hereby ratify and confirm all acts of my Attorney(s) in connection with this Power of Attorney will indemnify and hold CIBC Investor Services, its directors, officers and employees harmless against, and I will pay promptly on demand, any loss, liability or expenses (including any legal costs) CIBC Investor Services incurs or may be under or any claim made against CIBC Investor Services which relate in any way to CIBC Investor Services' actions under this Power of Attorney.



X

\_\_\_\_\_  
Signature of Account Holder

Witnesses must not be the Attorney or the Attorney's spouse.

\_\_\_\_\_  
Name of Witness

X

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

X

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Signature of Witness

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## Privacy

CIBC's privacy policy tells You how CIBC will handle Your personal information. It also tells You about Your rights and choices. In summary:

1. **Purposes:** CIBC may handle Your personal information to:
  - identify You
  - obey the law
  - personalize CIBC's relationship with You
  - market and send You offers, including customized marketing and offers based on Your account and transaction information
  - manage risk and our business
  - improve products and services
  - enforce our rights (such as collecting a debt)
  - protect both You and CIBC against fraud and error
2. **Who we share with:** CIBC will share information about You within CIBC and the CIBC group of companies, and with third parties, such as credit bureaus, government institutions or registries, mutual fund companies and other issuers, regulators and self-regulatory organizations, other financial institutions, applicable program partners, any references You give us, and other such parties for the purposes above. The third parties may be outside of Your province or Canada.
3. **How we collect:** CIBC may collect information about You from these third parties or by using technology (for example, voice or video recordings, website cookies, mobile apps).
4. **What we collect:** The types of personal information we handle depend on how You interact with us, but normally include contact and identity information, account and financial information, and information about how You use our products and services.
5. **Privacy rights and choices:** In some cases, You have a right to withdraw consent. For example, You can call CIBC at 1 800 465-CIBC (2422) to tell us not to send You marketing messages, including customized marketing and offers from us and trusted partners. You also have the right to see and correct the information we have about You.

You can see CIBC's privacy policy at any banking centre or online at [www.cibc.com/privacy](http://www.cibc.com/privacy). We may update this policy from time to time. We post our most up-to-date policy on our website.

By signing below, You agree to CIBC handling Your personal information as described in this application and in CIBC's privacy policy, and confirm You understand Your privacy choices. You understand that If the attorney revokes this consent, the attorney's authority will be terminated and if there are joint attorneys who must only act jointly, all attorney's authority with respect to the Customer's accounts and dealings with CIBC Investor Services will be terminated.

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## Identity Verification

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

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## Attorney Acknowledgement and Indemnity

The undersigned Attorney(s) acknowledge that the Customer signed the attached Power of Attorney appointing me/us as his/her Attorney(s), and to the best of my/our knowledge, this Power of Attorney is valid and has not been revoked. I/We have read the Power of Attorney and accept the appointment of Attorney, and understand my/our duties and obligations under this Power of Attorney and under applicable laws. I/We have a fiduciary duty to always act in the best interest of the Customer. Unless the Power of Attorney and applicable law specifically allows, I/we cannot make the Customer's assets joint with the Attorney(s), or use the Power of Attorney for the Customer's estate planning, including but not limited to, the opening of accounts identifying a beneficiary or changing a beneficiary.

I/we have read, understood, received a copy of, and agree to be bound by the terms and conditions applicable to the Customer's accounts and dealings with CIBC Investor Services.

I/We acknowledge and CIBC Investor Services has no duty or obligation to monitor or inquire into my/our conduct as Attorney(s). CIBC Investor Services may, however, in its sole discretion, before proceeding, seek ratification from the Customer of any act of the Attorney(s), may require court or other documentation, or may refuse to deal with the Attorney(s). CIBC Investor Services may refuse or limit the Attorney(s) access to the Customer's accounts if CIBC Investor Services has reasonable grounds to believe the Attorney(s) did or may commit fraud, use the Customer's accounts for any unlawful or improper purpose, cause a loss to CIBC Investor Services, operate a Customer's accounts in a manner unsatisfactory to CIBC Investor Services or contrary to CIBC Investor Services policies, or violate the terms of the Power of Attorney or any agreements applicable to the Customer's accounts.

## General Power of Attorney

**Attorney Acknowledgement and Indemnity (continued)**

Now therefore in consideration of CIBC Investor Services accepting the Power of Attorney and applying the Power of Attorney to the Customer's accounts with CIBC Investor Services, and recognizing that CIBC Investor Services is relying on the representations made in this Acknowledgement and Indemnity, subject to applicable law, I/we will indemnify CIBC Investor Services, its directors, officers, employees, agents, successors, administrators and assigns harmless against, and I/we will pay promptly on demand, any loss, liability and expense (including any legal costs) CIBC Investor Services incurs or may be under or any claim made against CIBC Investor Services which relate in any way to CIBC Investor Services accepting this Power of Attorney and/or my/our actions under this Power of Attorney.

It is also understood and agreed that if this is a joint Acknowledgement and Indemnity, that this Acknowledgement and Indemnity shall be binding upon each of us jointly and severally (solidarily in Quebec) and on our successors, heirs and assigns.

I have signed this Power of Attorney on

_____	X	_____
Date (mm/dd/yyyy)		Signature of Attorney
_____	X	_____
Date (mm/dd/yyyy)		Signature of Attorney

**For Customer or Attorneys resident in British Columbia only**

In British Columbia, there must be two (2) witnesses to the Attorney(s) signature(s) or only one witness is required if the witness is a practising member of the Law Society of British Columbia or a member of the Society of Notaries Public of British Columbia. The following persons may not witness the Attorney(s) signature(s): the Attorney; a spouse, child, parent, employee or agent of the Attorney; a person who is not an adult; a person who does not understand the type of communication used by the Attorney, unless the person receives interpretive assistance to understand that type of communication.

_____		_____
Name of Witness		
_____	X	_____
Address of Witness		Signature of Witness
_____		_____
Name of Witness		
_____	X	_____
Address of Witness		Signature of Witness

**CIRO Investment Dealer Advisor Only**

☐ I confirm that I have completed a suitability review on the account associated with this request

X	_____
	CIRO Investment Dealer Advisor Signature

## Directions for Filling Out General Power of Attorney

This General Power of Attorney gives your Attorney the **unlimited and unrestricted authority over the property and funds in your account** and the right to carry out every securities-related transaction that you can, including among other things, selling all securities in your portfolio. If you prefer, you may wish to give your Attorney limited powers in relation to only some of your securities by signing a limited trading authorization form.

### General Power of Attorney

#### 1. Notes.

##### a) **Power to Borrow.**

This General Power of Attorney allows your Attorney to borrow money in your name. If you do not wish your Attorney to have that power, delete paragraph 1(h) and add "No power to borrow".

##### b) **Attorney must act for your benefit.**

Your Attorney must act for your benefit. He or she cannot use your money for his or her own purposes. We may (but do not have to) ask your Attorney to justify to us that any transactions that your Attorney has requested are indeed for your benefit. We may decline to carry out any instruction from your Attorney if we are not satisfied that it is for your benefit.

##### c) **Substitute Attorney(s).**

The person you are appointing as your Attorney may later be unable or unwilling to act. If you wish to give your Attorney the ability to appoint a substitute to act in his or her place, delete the word "not" from section 4 (on page 1) and initial the change. Please note that, if you have given the Attorney the power to appoint a substitute, the substitute Attorney cannot in turn appoint a substitute.

##### d) **Mental infirmity or legal incapacity.**

If you wish your Attorney to continue to be able to act on your behalf if you later become mentally infirm or legally incapable of handling your affairs, then leave section 5 (on page 1) as is; otherwise, delete it. (Note: This provision, if left in, is only valid in certain provinces/territories.)

#### 2. General Comments.

##### a) **Recovery of Expenses.**

Your Attorney can recover any out-of-pocket expenses of acting as your Attorney. If your Attorney is a professional person (such as a lawyer or accountant), he or she may be able to charge for professional services as well.

##### b) **Completing the form.**

The correct names and addresses of the Customer, Witness(es) and the Attorney, as well as the date of the Power of Attorney, must be inserted where indicated.

##### c) **Witnesses.**

For additional details please refer to the applicable provincial or territorial witness requirements in the online POA FAQ's

#### 3. All Provinces.

a) The Customer's signature must be witnessed by a minimum of one adult person other than the Attorney or the Attorney's spouse in the presence of the Customer.

b) The Attorney's signature is required to be witnessed in British Columbia.

##### **Additional Requirements:**

c) **Alberta.** In addition to above witness eligibility requirements, the witness must be someone other than the Attorney, spouse or adult interdependent partner of either the Attorney or the Customer.

d) **British Columbia.** Either two witnesses are required (must be adults and not the attorney or a family member of either the Customer or the attorney) or one witness (must be a lawyer or notary public in British Columbia) is required.

e) **Saskatchewan.** Either two witnesses are required (must be adults and not the attorney or a family member of either the Customer or the attorney) or one witness (must be a lawyer) is required. Witness certificate(s) must be attached in the prescribed form. Please contact your legal advisor for more details.

f) **Manitoba.** Only certain individuals may be a witness including a lawyer, judge, medical practitioner, a notary, a police officer, in every case, the witness must have no reason to believe that the Customer is ineligible of granting the power of attorney.

g) **Yukon and the Northwest Territories.** Additional explanatory notes and/or certificates of legal advice and/or acknowledgements are required. Please contact your legal advisor for more details.

h) **Ontario and Quebec.** Two witnesses are required. In Ontario, they must be someone other than a child or spouse of the Customer, or a person whom the Customer has demonstrated a settled intention to treat as his or her child.

Account Number

General Power of Attorney

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### Attorney Information

Legal Name of Attorney

Preferred Name

Address

City

Province/Foreign Information

Country

Postal Code

Date of Birth (mm/dd/yyyy)

Primary Telephone Number

Email Address

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### Employment Information

Employer's Name

Type of Business

Occupation

Address

City

Province/Foreign Information

Country

Are you, your spouse, any person(s) living in the same home, trading authority, or anyone who exercises influence on this account an Investment Industry Professional?

☐ Yes

☐ No

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

☐ Yes

☐ No

If Yes, list below

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

☐ Yes

☐ No

If Yes, list below

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### Primary Financial Institution - Required only if client's identification was not verified at the Banking Centre.

Financial Institution

Bank Transit

Bank Account Number

Financial Institution Contact Name

Account Number

General Power of Attorney

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### Attorney Information

Legal Name of Attorney

Preferred Name

Address

City

Province/Foreign Information

Country

Postal Code

Date of Birth (mm/dd/yyyy)

Primary Telephone Number

Email Address

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### Employment Information

Employer's Name

Type of Business

Occupation

Address

City

Province/Foreign Information

Country

Are you, your spouse, any person(s) living in the same home, trading authority, or anyone who exercises influence on this account an Investment Industry Professional?

☐ Yes

☐ No

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

☐ Yes

☐ No

If Yes, list below

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

☐ Yes

☐ No

If Yes, list below

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### Primary Financial Institution - Required only if client's identification was not verified at the Banking Centre.

Financial Institution

Bank Transit

Bank Account Number

Financial Institution Contact Name