



## Internet E-mail, Telephone and Fax Agreement (the "Agreement")

2904 Granville Street, Vancouver BC, Canada V6H 3J7

CIBC office, including address and postal code (branches use a stamp, domicile/transit only)

In this Agreement, "you" and "your" mean the undersigned individual, sole proprietorship, corporation, partnership, trust, co-operative, association or other entity.

In exchange for Canadian Imperial Bank of Commerce and the Canadian Imperial Bank of Commerce group of companies (including any third party service provider to Canadian Imperial Bank of Commerce) (collectively, "CIBC") accepting instructions and information in accordance with this Agreement, you agree as follows:

### 1. Authorized communications by telephone and fax.

**You authorize CIBC to accept instructions from you by telephone (including hereafter cellular phone) or fax to deal in any manner with your account(s), property, holdings and/or instruments or any other service or product provided by CIBC as CIBC may authorize from time to time in its discretion.**

You understand that CIBC reserves the right, but not the obligation, to first obtain verbal or written confirmation before executing any such instructions.

You authorize CIBC to communicate with you, or your designate, by fax. This may include sending confidential information to you, or your designate, at your request.

### 2. Use of e-mail and other Non-Secure Methods of Electronic Communication.

a) **Definitions:** In this Agreement, "e-mail" means Internet e-mail; "Non-Secure Methods of Electronic Communication" include but are not limited to fax, e-mail, telephone and cellular phones; and "Secure Service" means a service offered by CIBC which uses Non-Secure Methods of Electronic Communication but is secure or appropriate due to its features, and which is governed by its own legal terms (for example, Interac Email Money Transfer service).

b) **No instructions to conduct transactions by e-mail.** CIBC has restrictions against accepting or acting upon instructions to conduct transactions that are sent by e-mail. You therefore agree that CIBC will be under no obligations to act upon such instructions, including but not limited to instructions for the purchase, transfer, sale or redemption of investments, the withdrawal or transfer of funds and/or any instructions that require a client signature.

c) **Exception to (b).** As an exception to paragraph 2(b), CIBC's obligation to accept or act on e-mail instructions sent through a Secure Service will be as set out in the applicable legal terms for that service. When using a Secure Service, you must safeguard any identification number(s), password(s) or other security device(s) provided, and act in accordance with its applicable legal terms.

d) **Communications by e-mail.** You acknowledge that CIBC may communicate with you by e-mail. This may include (i) CIBC sending your confidential information to you, or your designate at your request; and (ii) you, or your designate, sending confidential information to CIBC.

### 3. Risks of using Non-Secure Methods of Electronic Communication.

You understand that Non-Secure Methods of Electronic Communication are not secure means of communication and that CIBC does not use encryption or digital signatures for incoming or outgoing e-mail. You also understand that CIBC recommends that customers not use Non-Secure Methods Electronic Communication for any confidential purposes or share their Internet access with others. If you nonetheless choose to do so, you assume full responsibility for the risks of doing so. These risks include, without limitation, the possibility that:

- someone other than the intended recipient could receive, intercept, read, retransmit or alter your messages;
- messages could be lost, delivered late, or not received;
- someone could send unauthorized messages under your name or your identity;
- computer viruses could be spread by e-mail causing damage to computers, software or data. CIBC therefore recommends that all customers use up-to-date virus-checking software.

### 4. Acting on instructions.

Subject to paragraphs 1, 2 and 6, CIBC may act on Non-Secure Methods of Electronic Communication instructions and information from, or purporting to be from, you, your Internet identification number(s) or other security device(s), or your e-mail address, as if you had given CIBC such instructions or information in writing, unless CIBC has received written notice to the contrary. (In this Agreement, the term "Communications" means any form of communication which may be authorized by CIBC from time to time, including without limitation, Non-Secure Methods of Electronic Communication instructions or information from, or purporting to be from you.)

### 5. Validity of Communications.

All your Communications that CIBC accepts and acts upon will be considered to be valid and authentic. This will be the case even if, among other things, they did not come from you, were not properly understood by CIBC (except for CIBC's gross negligence or wilful misconduct) or were different from any of your previous or later Communications. Communications will only be valid at the CIBC office at which they are received. If you need to send Communications to more than one CIBC office, you will send separate Communications to each of them. For example, if you hold accounts at multiple branches, including separate investment accounts, you must send separate notices to each branch or office.

### 6. Doubts as to my Communications.

CIBC does not have to act upon any of your Communications if it is unsure whether they are accurate or are really from you, or if CIBC does not understand them.

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7. **CIBC's liability.** CIBC will not be responsible for any costs, losses, claims or damages that you may incur due to CIBC's acting or failing to act upon your Communications (except for CIBC's gross negligence or wilful misconduct). In the event of CIBC's gross negligence or wilful misconduct, CIBC's liability will be limited to the amount involved in your Communications. CIBC will not in any event be liable for any special, incidental, consequential or indirect damages, or for loss of profit.
8. **Indemnity clause.** You will indemnify and save CIBC harmless from any claims, losses, damages, liabilities and expenses that CIBC incurs (other than those due to CIBC's gross negligence or wilful misconduct), including among other things all legal fees and expenses, arising from CIBC acting, or declining to act, on any of your Communications given under this Agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by you to CIBC.
9. **Signing Authority.** If you are a corporation, partnership, trust, co-operative, association, or other entity, CIBC may only accept your Communications when they are from, or purport to be from, your signing authorities who are authorized to sign in accordance with your General Banking Resolution or equivalent document on file with CIBC. You shall ensure that all of your signing authorities are familiar with the terms of this Agreement and you acknowledge having received a copy of this Agreement. You agree that you will provide CIBC with up to date signing authority information at the branch or office noted above and acknowledge that only duly appointed signing authorities will provide instructions to CIBC, notwithstanding the terms or provisions of any other account agreements. In the event that you have failed to provide CIBC with up to date signing authority information, then CIBC shall accept instructions from the most current authorized signing authorities on record and CIBC will not be liable for any losses that may be incurred as a result.

You confirm that you have obtained the applicable approvals from your board of directors, shareholders, members, trustees, etc., as applicable, to enter into this Agreement and you will provide CIBC with appropriately signed resolutions, instruments, agreements and other applicable documents to this effect.

**10. General.**

- a) **Business Hours.** Subject to this Agreement, CIBC will only act on any of your Communications during the usual business hours of the CIBC office at which they are received on the earliest banking day possible.
- b) **Monitoring facilities.** CIBC will use reasonable efforts to monitor its communications facilities to determine if it has received any instructions or information from its customers. Since CIBC's ability to act on your Communications depends on the normal functioning of various communication facilities, CIBC is not liable for any delay or failure to receive your Communications.
- c) **Admissibility.** If it wishes, CIBC may enter any photocopy, computer-generated copy, reproduction, tape recording or transcript of tape recording that CIBC has of your Communications into evidence in any legal proceeding as if it were an original document. That copy will be sufficient and valid proof of the information contained in it.
- d) **Termination.** Either CIBC or you may terminate this Agreement at any time by giving written notice of termination to the other party, and such termination will be effective on the date that written notice is received by the other party or any other date agreed by CIBC and you. Sections 7, 8 and 10 (c), (e) and (f) will survive termination of this Agreement.
- e) **Changes.** CIBC may change this Agreement, in whole or in part, at any time. CIBC is not required to give you prior notice of any change.
- f) **Governing Law.** This Agreement will be governed by the laws of the Province where the CIBC office noted above is located.
11. **Quebec Only.** You hereby confirm the express wish that this Agreement and any related documents be drawn up in English only and declare that you are satisfied therewith. *Vous confirmez votre volonté expresse de voir la présente convention et les documents s'y rattachant rédigés en langue anglaise seulement et vous vous en déclarez satisfait(e).*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ in the city of \_\_\_\_\_ in the province of \_\_\_\_\_

**Use for corporations, partnerships, trusts, co-operatives  
associations and other entities**

**Use for individuals**

\_\_\_\_\_ Customer Name

\_\_\_\_\_ Customer Name

**X** \_\_\_\_\_

**X** \_\_\_\_\_

Name

Signature of Customer

Title

**Use for sole proprietorships**

**X** \_\_\_\_\_

\_\_\_\_\_ Customer Name/Registered Business Name

Name

Title

**X** \_\_\_\_\_

Signature of Customer

I have the authority to bind the above entity.

I have the authority to bind the above entity.



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