

## Personal Non-Registered GIC Account Agreement - Sole Accountholder

This account is in: Canadian Funds

Is this Account being opened for the benefit of a third party? No

This agreement is for a: Sole Accountholder

The Accountholder agree with Canadian Imperial Bank of Commerce ("CIBC") as follows:

1. **Definitions.** The following definitions apply in this Agreement:

"Account" means the account indicated above which holds the Deposits.

"Deposit" means each guaranteed investment certificate ("GIC") deposit and Foreign Currency Term Deposit that you make from time to time with us under the above account number, including i) the deposit described above, ii) each deposit that you may later make with us, iii) interest on each deposit, iv) renewals of deposit, and v) interest on any renewed deposit.

"you", and "your" means the person who signs this Agreement.

"Estate Representative" means the person or persons who has or have demonstrated your death and that such person or persons is or are the legal personal representative of your estate, with evidence satisfactory to us (which may include letters probate or other court documentation).

"we", "our" and "us" means Canadian Imperial Bank of Commerce (CIBC).

2. **Applies to all Deposits.** This Agreement applies to all GIC Deposits that you make from time to time with us which are held in the Account and is effective as of the date indicated above.

3. **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:

a) **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

b) **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, program partners, payment networks, financial institutions, service providers and other third parties for the purposes above. The third parties may be outside of your province or Canada.

c) **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).

d) **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.

e) **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.

4. **Legal Representatives.** You may appoint an attorney to deal with any Deposit. Any power of attorney appointing an attorney must be duly executed and in a form satisfactory to us. You release us from any claim or liability when acting upon the instructions of such attorney or other legal representative. Any attorney or legal representative of yours must provide us with required information and sign required documentation before being able to act on the Account. We reserve the right to require proof satisfactory to us of the authority of any attorney or other legal representative (which may include a court order) and also to refuse to deal with such attorney or legal representative.

5. **Death.** Upon your death, we will deal with your Estate Representative.

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6. **Payment Into Court.** If there is a dispute or uncertainty about who is entitled to or to instruct on the Account due to your alleged or actual incapacity or any marriage/common-law partnership breakdown, or who is legally entitled to apply for and accept payment on your death, we are entitled to either apply to the court for directions or pay the Account proceeds or portion thereof into court and be fully discharged. In either case, we can fully recover any legal and other costs we incur in this regard from the Account.
7. **Set-off Debts against Account.** We may apply Deposits against any debt or liability you may owe to CIBC or any affiliate of CIBC no matter how long it has been owed. We may do so in any manner we consider necessary without first giving you notice. This right operates despite any demands that may have been made by a third party. You acknowledge that in the event that CIBC or its affiliate receives notice of your bankruptcy, insolvency or similar arrangement, either CIBC or its affiliate, as applicable, can immediately exercise this right of set-off without prior notice to you. This right is in addition to any rights which we may have at law or in equity in respect to set-off or consolidation of accounts.
8. **CIBC's Right to Freeze or Close Your Account.** We may freeze or close your Account without notice if required by law or if at any time we have reasonable grounds to believe that any of you did or may commit fraud, use the Account for any unlawful or improper purpose, cause a loss to us, or operate the Account in a manner unsatisfactory to us or contrary to our policies. We may also freeze or close your Account if any of you are a victim of fraud or identity theft in order to prevent future losses.
9. **Third Party Demands.** We will comply with any lawful third party demands that we receive in respect of the Account without notice to you. You agree that if we comply with a third party demand, we may charge our reasonable costs to do so against your Account.
10. **Notice.** Any notices or disclosures provided by mail will be deemed to be sufficiently given if mailed to you at your last known address shown on our records.
11. **Tax Residency / Status Declaration.** As required by Canadian law, you declare that the tax residency information (jurisdiction in which you are obligated to pay taxes) and United States person status (as determined by the United States Internal Revenue Service) you have provided to CIBC is to the best of your knowledge and belief, correct and complete. You will review this information and if any changes, update within the next 30 days. Your tax residency information can be viewed and updated in CIBC Online Banking, CIBC Mobile Banking or by calling Telephone Banking.

You acknowledge failure to provide satisfactory self-certification of tax residency or United States person status, may result in your account information being reported to the relevant tax authority and may be subject to a penalty under the Canadian tax law.