1. Establishment of Plan. Canadian Imperial Bank of Commerce (“CIBC”) agrees to hold on deposit in a CIBC Retirement Savings Plan (the “Plan”) contributions received from the “Annuitant” (as defined in the Income Tax Act (Canada) (the “Income Tax Act”)) named on the Plan application (“me”) or from my Spouse for the purposes of providing me with a Retirement Income. “Spouse” means my spouse, my “common-law partner” as defined in the Income Tax Act or my civil union partner (as defined by Quebec law, provided that such person is a spouse or common-law partner” as defined in the Income Tax Act for the purposes of registered retirement savings plans). Retirement Income has the meaning given in the Income Tax Act.

2. Registration of my Plan. CIBC will apply to register my Plan under the Income Tax Act and, if applicable, the income tax legislation of the Province or Territory in which I reside, as shown on the Plan application (the “Registration”).

3. Plan contributions. I or my Spouse (if I declare on the Application that my Spouse is making all Plan contributions) may make cash contributions to the Plan ("Deposits") from time to time until any time before (i) the end of the year in which I am 71 years of age or (ii) any earlier date that may be fixed under paragraph 9 for the commencement of a retirement income or a transfer into a registered retirement income fund (a "RRIF").

4. Account Options which I may Choose.
   a) Account Options: The Plan will consist of the “Account Options” I select from time to time. ("Account Option") means the Daily Interest Savings Account (“DISA”), the Guaranteed Investment Certificates ("GICs") noted below (the “RSP GICs”), the index linked deposit notes noted below (the “ILD Notes”) and any other option which CIBC may make available from time to time.
   b) RSP GICs: For RSP GICs, interest will be credited to the Plan at the RSP GIC’s maturity date and, if the GIC’s term exceeds 12 months, will be compounded on the anniversary date. RSP GICs are non-transferable. When a RSP GIC matures, CIBC will reinvest it in accordance with my instructions in writing or through CIBC Telephone Banking (if I have arranged for access to same) for the terms and options which CIBC makes available at the maturity date. If CIBC does not receive such instructions from me by the maturity date (or any later date I may choose to permit in its sole discretion), CIBC will reinvest the amount of the RSP GIC (including accrued interest) for the same or a similar term unless CIBC reinvests that amount for a different term in its sole discretion. If the same type of RRSP GIC or term is not available when an RSP GIC matures, CIBC will reinvest the funds into the type of RRSP GIC or for a term, which CIBC considers to be comparable, in its opinion.
   c) ILD Notes: ILD Notes issued by CIBC or other eligible depositories are offered through the FundSERV (R) network via fund code “CBL”, which CIBC considers to be comparable, in its opinion.
   d) Escalating Rate GICs: If I purchase or renew into a CIBC Cashable Escalating Rate RRSP GIC or CIBC Escalating Rate RRSP GIC (Non-Redeemable), the annual interest rate will increase in the second and in each subsequent year of the GIC’s term. For the CIBC Cashable Escalating Rate RRSP GIC (Redeemable), full or partial early redemption is allowed on each anniversary date or within seven days after each anniversary date only (redemption is not otherwise available); interest rate applicable to the last full year prior to the redemption will apply for the period between the most recent anniversary date and the early redemption date.

5. Minimum Deposit Amount. CIBC will determine the minimum amount for each Deposit and may change that minimum amount from time to time.

6. Annuity’s Account and Plan Statements. CIBC will maintain an account for me (or in the case of ILD Notes, for me on behalf of my dealer) of all Deposits, transfers, withdrawals and interest credited to my Plan (the “Account”). CIBC or its agent will provide me a statement of all Activity Account at least once each year.

7. Withdrawals and Excess Deposits.
   a) Withdrawals: I may request CIBC to pay me all or part of the funds in my Plan by written notice given to CIBC any time before my Retirement Income commences. However, all payments are subject to any restrictions imposed by the Account Option or Options in which my funds are held.
   b) Excess Deposits: Where permitted by the Income Tax Act, I may direct CIBC in writing from the Account balance an amount to reduce the tax that would otherwise be payable under Part X.1 of the Income Tax Act. CIBC must comply with that direction. In order to provide for the refund, CIBC may redeem a sufficient portion of any Certificate it selects in its sole discretion. CIBC is not responsible for determining the amount of that refund.

8. Income Tax Receipts. CIBC will provide me or my Spouse (depending on who makes the Deposits) with a receipt for income tax purposes for Deposits to the Plan. CIBC has absolutely no duty to determine the amount of Deposits which I or my Spouse (as applicable) may claim as a tax deduction each year.

9. Purchase of Retirement Income or Transfer to a RRIF.
   a) Selection of Maturity Date: I must choose a date on which a Retirement Income will commence. The date I select is subject to any restrictions imposed by the Account Option or Options in which my funds are held and may not in any event be later than December 31 in the calendar year in which I turn 71. If I do not select a date, CIBC will determine the maturity date.
   i) Purchase a Retirement Income: apply the funds in my Plan, less all proper charges including any applicable taxes and fees levied in accordance with paragraph 12, the (“Plan Proceeds”) to provide a Retirement Income; or
   ii) Purchase a RRIF: amend or revise my Plan in accordance with the Income Tax Act to transfer my Plan Proceeds to a RRIF, and direct CIBC to transfer them to the RRIF carrier I name.
b) Failure to Select a Maturity Date/Deemed Selection of Maturity Date: If I do not choose a maturity date in accordance with paragraph 9(a), CIBC will apply the Plan Proceeds on or before the Redemption Date to provide a CIBC deposit RRIF for me. If I buy a GICNR or ILD Note which has a maturity date later than the Redemption Date then (as long as at the Redemption Date my Plan’s value exceeds the minimum purchase amount for a CIBC deposit RRIF), that purchase constitutes my irrevocable instruction to CIBC to provide a CIBC deposit RRIF for me and to convert such GICNR into a certificate held in that RRIF which earns interest at the same rate, and matures on the same date as did the GICNR and to sell such ILD Note and transfer the proceeds to that CIBC deposit RRIF. If my Plan’s value is less than the amount required to open a CIBC RRIF, CIBC will redeem all GICs and sell all ILD notes held in my Plan and send me a cheque for the value of my Plan, less withholding taxes and any other applicable taxes, penalties, interest or fees. For the purpose of any purchase/redemption/sale in accordance with this paragraph 9(b), I appoint CIBC as my attorney in fact to execute all documents and make any elections as are necessary to, as applicable, redeem my GICNR, sell my ILD Notes and/or establish and operate a CIBC deposit RRIF for me, and agree that CIBC will have absolutely no liability to me in respect thereof.

c) Features of a Retirement Income: If Plan Proceeds are applied to buy a Retirement Income, it:

i) must not be capable of assignment either in whole or in part;

ii) may be commuted in full or in part;

iii) must require the Retirement Income to be commuted if it becomes payable to a person other than an “Annuitant” under my Plan. For this purpose, “Annuitant” means me or my Spouse, if s/he becomes entitled to receive benefits from my Plan after the maturity date as a result of my death;

iv) must not permit the total periodic payments in a year after the first Annuitant’s death to exceed the total payments made in the year before his/her death;

v) must require that all payments to the Annuitant be equal annual or more frequent periodic payments until there is a payment which fully commutes the Retirement Income; and

vi) must otherwise comply with the Income Tax Act.

10. Annuitant’s Death. If I die before a Retirement Income is provided or before the Plan Proceeds are transferred to a RRIF in accordance with paragraph 9, CIBC will pay the Plan Proceeds as a lump sum to the person(s) entitled to them in accordance with paragraph 11 upon receiving satisfactory evidence of my death and any other documents which CIBC may require. CIBC may delay payment for any period it may determine in its absolute discretion if it believes that a delay is required or advisable under any applicable law. CIBC will not be liable for any loss caused by a delay.

11. Beneficiary designation. If allowed under applicable provincial law, I may designate one or more beneficiaries in accordance with this paragraph to receive Plan Proceeds under paragraph 10. A beneficiary designation can only be made, changed or revoked by written instrument in a form reasonably acceptable to CIBC which adequately identifies the Plan, is signed by me and is provided to CIBC (an “Instrument”). An Instrument may be effective for the purpose of this paragraph even though, as a will or codicil, it may be invalid or revoked. Before any payment, the Instrument or evidence of it acceptable to CIBC must be received by CIBC in accordance with paragraph 15. If CIBC receives more than one instrument or evidence of it, CIBC will make payment in accordance with the Instrument with the most recent execution date. Before payment, CIBC may require evidence satisfactory to CIBC (such as letters probate or similar documents) that I did not subsequently revoke or amend an Instrument in my will or otherwise and such releases and other documents as CIBC may reasonably require. To be entitled to receive any payment from my Plan after my death, the person(s) I name must survive me. If I designate more than one beneficiary, each beneficiary will receive the percentage of the Plan Proceeds I specify on the designation form (if I do not clearly specify percentages, the Plan Proceeds will be divided equally); if any named beneficiary does not survive me, his/her share will be divided equally among those of the designated beneficiaries who do survive me; if only one designated beneficiary survives me, that person will receive the entire Plan Proceeds. If no beneficiary is designated or if all beneficiaries do not survive me, the Plan Proceeds will be paid to my “Estate Representative”, which means the person or persons who has or have demonstrated, with evidence satisfactory to CIBC, (which may include letters probate or other court documentation), Your death and that person or those persons is

12. Fees. CIBC is entitled to receive and may charge against the Account the fees disclosed in writing to me when my Plan is opened and any new or increased fee(s) in respect of which CIBC has given me written notice at least 30 days before it (they) are effective. CIBC is also entitled to receive and may charge against the Account, any taxes, interest or penalties payable in respect of my Plan. CIBC is not entitled to reimbursement from the Plan for any taxes, interest and penalties imposed on it under the Income Tax Act.

13. Locked-In RSRP/Locked-In Retirement Account. If my Plan is a locked-in Plan, a “locked-in retirement account” or similar arrangement which is governed by federal or provincial pension legislation, I must sign an amending agreement (the “Amending Agreement”) when I sign the Agreement. The Amending Agreement contains terms relating to the pension legislation. Certain of those terms override the terms of this Agreement (for example, I am restricted as to when and how I may make withdrawals from my Plan). I acknowledge that if there is a conflict at any time between the pension legislation and the Income Tax Act, CIBC will not contravene the Income Tax Act nor do anything which may result in a tax liability to CIBC.

14. Annuitant’s Date of Birth. I certify that I have correctly stated my date of birth on the Application, and undertake to provide any further evidence of that date that may be required when I purchase a Retirement Income or make a transfer to a RRIF.

15. Notices and Branch of Account.

a) Notice by Me: Any notice or instructions given by me to CIBC must be delivered or mailed (postage prepaid) to a CIBC branch, or any other address as CIBC may advise in writing, and will be considered to have been given to CIBC on the day that it is actually delivered to or received by CIBC. I also provide notice or instructions by calling 1 800 465-CIBC (2422).

b) Notice to Me/My Spouse: CIBC can communicate with me or my Spouse, including but not limited to in respect of any notice, statement, receipt, or advice given by CIBC, in any manner permitted by law, including (as applicable) by mail, telephone, telephone or mobile or online banking, fax, email or other electronic means at any address or number I provide or any other relevant means (including by placing a notice on my statement and by posting notices in our banking centres, on our website or via the mobile app), and I agree that CIBC may send confidential information by any of these means. CIBC will consider that either of us have received written communications as follows (whether actually received or not):

i) If CIBC sends the communication by prepaid mail, on the fifth business day after the date on the postmark; and

ii) In any other case, on the day the communication or notice is displayed or provided to me or my Spouse.

I am responsible for making sure CIBC has a current address. If something CIBC sends to me cannot be delivered and is returned to CIBC, CIBC will not send anything else until a current address is provided. This notice provision by CIBC applies, as applicable, to any communications by CIBC to my Spouse.
16. Amendments to Plan. CIBC may amend the Plan from time to time at CIBC's discretion by giving me 30 days prior notice. No amendment may be retroactive or result in the amended Plan not being acceptable as a registered retirement savings plan under the Income Tax Act. Should it so choose in its sole discretion, CIBC may amend the Plan by converting it into a trusted Plan under a Declaration of Trust instead of this Agreement, and assign its obligations and rights as Plan issuer to a trust company which, if CIBC wishes, is a CIBC affiliate. You may refuse the amendment by terminating this Agreement and Plan without cost, penalty or cancellation indemnity (other than taxes or penalties imposed under the Income Tax Act or by any third party as a result of Your termination of the Agreement, which will remain Your responsibility) by notifying CIBC within 30 days of the effective date of the amendment. You can obtain a copy of the current Agreement at the following address: www.cibc.com/legal, or by calling 1 800 465-CIBC (2422) toll free within Canada and the U.S.

17. No Right of Offset. CIBC has no right of offset against any property in my Plan in connection with any debt or obligation I may owe CIBC.

18. No Pledge or Assignment. Property in my Plan cannot be pledged, assigned or alienated in any way as security for a loan or for any purpose other than to provide me with a Retirement Income.

19. No Collateral Benefit. Except as allowed by the Income Tax Act, no advantage that is conditional in any way on my Plan’s existence may be extended to me or a person with whom I do not deal "at arm’s length" (within the meaning of that Act).

20. Governing Law. This Agreement is governed by and construed in accordance with the laws of the Canadian Province or Territory in which I live (if I do not live in Canada, the laws of Ontario, Canada will apply). If any provision of the Income Tax Act which is referred to in this Agreement is renumbered because of an amendment to that Act, then the reference in this Agreement is considered to be a reference to the renumbered provision.

Quebec Only. It is my express wish that the Application and this Agreement be in English. J’ai exigé que la présente formule et tous les documents s’y rattachant soient rédigés en anglais.

21. Regular Investment Plan. In this section "I" and "my" refers to the Customer and any Joint Accountholder/Contributing Spouse signing above. This is a Funds Transfer PAD, which means a pre-authorized debit ("PAD") drawn by me from the Financial Institution for the purpose of transferring my funds to my CIBC account such as my RSP Daily Interest Savings Account. I am responsible for reviewing my Account records to confirm that all PADS are paid on their scheduled payment date for the correct amount; CIBC will not verify PADS for me. CIBC will not be liable for any loss, expense, damage or liability that may result if a PAD is not debited as scheduled or if there are any other problems or errors in respect of this service, even if the same results from CIBC’s negligence. This PAD authorization can be revoked or cancelled at any time by me upon prior notice to CIBC at least 5 business days prior to the due date of the next PAD payment. Cancellation of this PAD authorization does not affect or terminate any of my continuing payment obligations under any other agreement.

I may contact my branch for inquiries or obtain information regarding my PAD. Branch contact information is available through CIBC.com or by calling 1 800 465-CIBC (2422) toll free within Canada and the U.S.

I have certain rights if any debit does not comply with these terms. For example, I have the right to receive a reimbursement for any PAD that is not authorized or is not consistent with this PAD authorization. To obtain more information on recourse or cancellation rights or to obtain a sample cancellation form, I may contact CIBC at 1 800 465-CIBC (2422) or visit www.cdnpay.ca.

Delivery of this authorization to CIBC also constitutes delivery to the Financial Institution, and the Financial Institution is not required to verify that the PADS have been made in accordance with this authorization. I consent to the disclosure of information in this PAD authorization to the Financial Institution to the extent that it relates to a PAD. I represent, warrant and guarantee that all of the information provided herein is accurate, and that this authorization is sufficient to authorize debits from my Account.