

Client Name _____

IA Name _____

IA Code _____

1. In connection with every account, including options and margin, accounts, I may open and operate with CIBC Wood Gundy, I hereby appoint
 - a) _____ **OR***
 - b) _____

(*Client should strike out "OR" and replace it with "AND" and initial if joint instructions are required. Complete each section or insert "N/A". To add an additional Power of Attorney, attach and complete an additional Power of Attorney Form.)

(hereinafter collectively called my "Attorney") as my agent charged with full administration of the property of others and my attorney with full power and authority to do on my behalf anything that I can lawfully do by an attorney in buying, selling or trading in securities and options, including trading on margin and giving security in my name for any margin loan.
2. Without limiting the generality of the foregoing, I also grant my Attorney full power and authority to:
 - a) Give instructions for the account(s), including the address for receipt of confirmations, statements and other communications from CIBC Wood Gundy;
 - b) Deposit with CIBC Wood Gundy any securities or monies;
 - c) Request payments or securities from the account(s) to be made or delivered to my Attorney's order;
 - d) Receive and acquiesce in the correctness of any and all notices of transactions, statements of account and other records and documents;
 - e) Settle, compromise, adjust and give releases with respect to any and all claims, demands, disputes or controversies; and
 - f) Receive requests and demands for payments or securities due, notices of intention to sell or purchase and other notices and demands.
3. My Attorney must act exclusively for my benefit and may not make withdrawals, transfers or otherwise deal with my property for personal purposes (including converting any of my accounts either to joint names or to my Attorney's name). My Attorney is aware of this limitation. CIBC Wood Gundy may choose not to allow my Attorney to make withdrawals, etc. if CIBC Wood Gundy is not satisfied that such acts are for my benefit, and CIBC Wood Gundy will not be liable if it acts in this manner.
4. I hereby ratify and confirm any and all trades, instructions, transactions and other acts as described and permitted in paragraphs 1, 2 and 3 hereafter made by my Attorney and will indemnify and hold CIBC Wood Gundy, its directors, officer and employees harmless against, and I will pay promptly on demand, any loss, liability or expense (including any legal costs) CIBC Wood Gundy incurs or may be under or any claim made against CIBC Wood Gundy which relate in any way to CIBC Wood Gundy's actions under this Power of Attorney. The powers hereby granted to my Attorney shall continue in full force and effect until CIBC Wood Gundy shall have received written notice from me terminating such powers, written notice of the statutory revocation of such powers, or written notice of my death.
5. If the name of more than one Attorney appears in paragraph 1, then, CIBC Wood Gundy may act upon the instructions of either such Attorney unless the word "OR" is deleted and the word "AND" appears, in which case CIBC Wood Gundy will require joint instructions from the Attorneys. My Attorney may NOT appoint or substitute any person to act as an Attorney on my behalf.
6. To the extent permitted by law this agreement shall ensure to the benefit of and be binding on me and CIBC Wood Gundy and our respective heirs, liquidators, administrators, successors and assigns.
7. Subject to applicable provincial law this power of attorney is to be a continuing power of attorney, which shall survive any incapacity or mental infirmity of mine and remain valid throughout any such incapacity or infirmity. The execution of this power of attorney will not revoke any other continuing powers of attorney previously executed by me and I expressly provide that there may be multiple continuing powers of attorney. If the terms of a previous power of attorney are inconsistent with this one, the terms of this one will prevail.
8. 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.
9. 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.*

_____ dated this _____ day of _____ year _____
 Client Signature

Please note that the above Power of Attorney confers on your Attorney unlimited and unrestricted authority over the property and funds in your account(s). If restriction to purchases and sales only is desired, the CIBC Wood Gundy "Trading Authorization" should be used.

For Clients resident in British Columbia only:

In British Columbia, there must be two (2) witnesses to the Client's signature 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 Client's signature: 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.

Witness(es) confirm(s) that there is no reason to believe that the client is incapable of giving this power of attorney for property.

_____ Signature of Witness

_____ Signature of Witness

_____ Print Name of Witness

_____ Print Name of Witness

_____ Address of Witness

_____ Address of Witness

Attorney Acknowledgement and Indemnity

The undersigned Attorney(s) acknowledge that the Client 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 Client. Unless the Power of Attorney and applicable law specifically allows, I/we cannot make the Client's assets joint with the Attorney(s), or use the Power of Attorney for the Client'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 Client's accounts and dealings with CIBC Wood Gundy. I/We consent to the collection, use and disclosure of information about me/us to verify my/our identity, protect against fraud and error and comply with legal and regulatory requirements. I/We acknowledge that if any Attorney will not so consent or revokes such consent, the Attorney's authority with respect to the Client's accounts and dealings with CIBC Wood Gundy will be terminated and if there are joint Attorneys who must only act jointly, all Attorney's authority with respect to the Client's accounts and dealings with CIBC Wood Gundy will be terminated.

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

NOW THEREFORE IN CONSIDERATION OF CIBC Wood Gundy accepting the Power of Attorney and applying the Power of Attorney to the Client's accounts with CIBC Wood Gundy, and recognizing that CIBC Wood Gundy is relying on the representations made in this Acknowledgement and Indemnity, subject to applicable law, I/we will indemnify CIBC Wood Gundy, 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 Wood Gundy incurs or may be under or any claim made against CIBC Wood Gundy which relate in any way to CIBC Wood Gundy 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.

IN WITNESS WHEREOF I/we have hereto set our hands at the City of _____, in the Province/Territory of _____ this _____ day of _____, _____.

Signature of Attorney

Print Name of Attorney

Signature of Attorney

Print Name of Attorney

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Signature of Witness

Print Name of Witness

Address of Witness

Signature of Witness

Print Name of Witness

Address of Witness