

#### **CIBC PRIVATE POOLS**

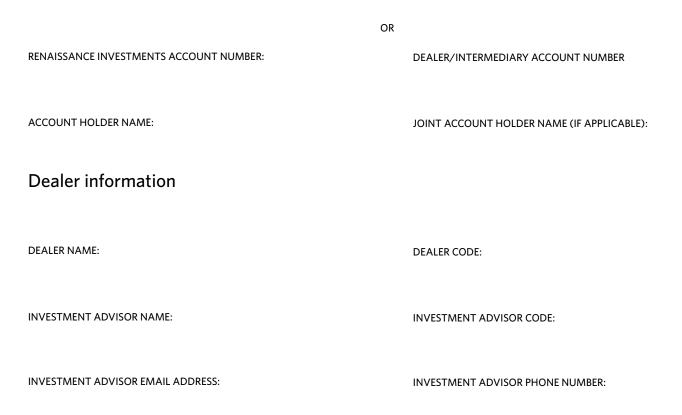
# NEGOTIATED DEALER SERVICE FEE AGREEMENT FORM

To establish any Dealer Service Fee to your CIBC Private Pools (each individually, a "Pool" and collectively, the "Pools") simply fill out this form and submit the completed form to CIBC Asset Management Inc. ("Renaissance Investments") by:

- Mail: CIBC Asset Management Inc., 1000, rue De La Gauchetière Ouest, bureau 3200, Montréal, Québec, H3B 4W5
- Fax: 1-888-385-9620
- Email<sup>1</sup>: info@renaissanceinvestments.ca (English) info@investissementsrenaissance.ca (French)

Please complete and return the below information with the Negotiated Dealer Service Fee Agreement Form

## General account information



<sup>1</sup>Renaissance Investments does not use encryption for incoming or outgoing e-mail. If you choose to use this method of communication, you agree and acknowledge that there are risks of doing so, including, without limitation, the possibility that someone intercept or read the message or that messages be lost, delivered late, or not received. Renaissance Investments will assume no responsibilities.

Complete this form to establish the annual Dealer Service Fee rate negotiated between the account holder(s), and the Investment Advisor for Class N-Premium, N-Premium T4, N-Premium T6, NH-Premium, NH-Premium T4, NH-Premium T6 units (each individually or collectively, the "N-Premium units") of CIBC Private Pools. If Renaissance Investments does not receive this Agreement in good order to apply a negotiated Dealer Service Fee rate for these units, no Dealer Service Fee will be applied and paid to the Dealer.

Renaissance Investments will apply the negotiated Dealer Service Fee rate, subject to the maximum Dealer Service Fee rates by asset category indicated below, and will pay the Dealer Service Fee (plus applicable Goods and Services Tax (GST) / Harmonized Sales Tax (HST), Quebec Sales Tax (QST) and/or other applicable taxes) directly to the Dealer on the account holder(s) behalf by redeeming N-Premium units from the account, as applicable, on a monthly basis, and forwarding the redemption proceeds for the Dealer Service Fee to the Dealer. The maximum Dealer Service Fee rates are:

Asset category	Dealer service fee rate
Fixed Income Pools	Up to 0.75% <sup>1</sup>
Balanced Pools	Up to 1.25% <sup>2</sup>
Equity Pools	Up to 1.25%

<sup>1</sup>applies for all fixed income pools, except CIBC Ultra Short-Term Income Private Pool, which is up to 0.15% <sup>2</sup>applies for all balanced pools, except CIBC Multi-Asset Global Balanced Income Private Pool, which is up to 1.00%

#### Please indicate the annual negotiated Dealer Service Fee rate to apply to each Pool and/or account(s) below

Renaissance Investments account number	Dealer/intermediary account number	Pool name	Fund code	Dealer service fee rate (%)

Attach a separate page for additional accounts.

#### Terms of this agreement

- 1. In order for this Agreement to be effective, each of the following must be in good order:
  - This Agreement must be signed by the account holder(s) and/or joint account holder(s); and
  - This Agreement must be signed by the Investment Advisor.
    - If any of (i) or (ii) above are not in good order, this Agreement will be deemed incomplete and no Dealer Service Fee will be applied in
      respect of the N-Premium units of the Pool(s) listed in this Agreement.
- 2. The negotiated Dealer Service Fee rate(s) identified in this Agreement will become applicable upon two business days from the date this Agreement is received by Renaissance Investments, provided that the Agreement is in good order in accordance with the above terms in section (1).
- 3. Once the Dealer Service Fee rate has been negotiated, any subsequent purchases and switches of the Pool(s) will reflect the negotiated Dealer Service Fee rate(s) in this Agreement. For partial switches or full switches of N-Premium units from a Pool listed in this Agreement to a new Pool, or from a Pool listed in this Agreement to new N-Premium units of the Pool within an account, **no Dealer Service Fee** will apply to the new Pool or the new N-Premium units of the Pool until a new Dealer Service Fee Agreement is received by Renaissance Investments.
- 4. This Agreement shall remain in full effect unless terminated/modified by the account holder(s) or Investment Advisor upon written notice to Renaissance Investments. If the account holder(s) continues to hold any N-Premium units of the Pools after the effective date of the termination, the parties to this Agreement agree that **no Dealer Service Fee** will be applied and paid to the Dealer.

- 5. This Agreement shall terminate if such Renaissance Investments account number associated with this Agreement changes for any reason, including conversions from any registered retirement savings plan to a registered retirement income fund (or equivalent); and as such no Dealer Service Fee will be applied and paid to the Dealer to any new Renaissance Investments account number until a new Dealer Service Fee Agreement is received by Renaissance Investments.
- 6. This Agreement shall terminate once all N-Premium units of all the Pool(s) listed in this Agreement are redeemed, and the account(s) closed. This Agreement remains in effect for any new purchases of any N-Premium units of the Pools listed in this Agreement provided the account remains open.
- 7. The account holder(s) agree that it is his/her sole responsibility to consult with a tax advisor regarding any tax consequences of investing in the N-Premium units of a Pool, including the deductibility for tax purposes of the Dealer Service Fee. The account holder(s) understand and acknowledge that Renaissance Investments, the Dealer, and the Investment Advisor are not tax experts or responsible for offering advice with respect to such issues and that the account holder(s) should seek the counsel of a qualified tax professional.
- 8. The account holder(s) acknowledge that the N-Premium units are subject to the terms and conditions set out in the applicable Pool's simplified prospectus and Fund Facts and further agrees there may be other fees to be paid in accordance to the holding of N-Premium units, as outlined in these documents.
- 9. This Agreement supersedes all prior agreements, understandings, negotiations, whether verbal or written, between the parties in connection with the subject matter in this Agreement, except as specifically set forth in this Agreement.
- 10. This Agreement may only be modified or amended by a written agreement signed by the parties. All amendments shall be provided to Renaissance Investments. Any changes to the Dealer Service Fee rate will be effective upon two business days from the date the amendment reflecting such changes is received by Renaissance Investments.
- 11. If any provision(s) of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or be impaired.
- 12. This Agreement shall be binding upon and enure to the benefit of the parties and their successors and permitted assigns.
- 13. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario.
- 14. This Agreement may be executed in several counterparts, including counterparts by facsimile or email transmission, and such counterparts together shall be deemed an original and constitute one and the same instrument.
- 15. I (we) confirm that I (we) requested that this document, and any other documents related to it, be in English. Je reconnais avoir exigé que ce document, ainsi que tout autre document s'y rattachant, soient rédigés en langue anglaise.

### Authorization

By signing below, each of the parties agree to the terms of this Agreement as of the date written below. In addition, the account holder(s) confirms receipt of a copy of the most recently filed Pool's Fund Facts.

ACCOUNT HOLDER SIGNATURE (MANDATORY)	NAME OF ACCOUNT HOLDER	DATE (DD/MM/YY)
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	NAME OF ACCOUNT HOLDER	

#### Investment advisor:

INVESTMENT ADVISOR SIGNATURE (MANDATORY)

DATE (DD/MM/YY)

#### Dealer/intermediary:

INTERMEDIARY NAME

INTERMEDIARY CODE

DEALER/INTERMEDIARY AUTHORIZED SIGNING OFFICER SIGNATURE (intermediary accounts or as required by dealer) DATE (DD/MM/YY)