

Instructions:

All candidates must complete Boxes A and B. Candidates who receive contributions or incur expenses beyond the nomination fee must complete Boxes C, D, Schedule 1, and Schedule 2 as appropriate. Candidates who receive contributions or incur expenses in excess of \$10,000 must also attach an Auditor's Report.

All surplus funds (after any refund to the candidate or his or her spouse) shall be paid immediately over to the clerk who was responsible for the conduct of the election.

For the campaign period from (day candidate filed nomination)

YYYY	MM	DD
2 0 1 4	0 9	1 0

 to

YYYY	MM	DD
2 0 1 4	1 0	2 7

Primary filing reflecting finances to December 31 (or 45th day after voting day in a by-election)

Supplementary filing including finances after December 31 (or 45th day after voting day in a by-election)

Box A: Name of Candidate and Office

Candidate's name as shown on the ballot

Last Name

Pouget

Given Name(s)

Diane

Name of office for which the candidate sought election

Councillor

Ward name or no. (if any)

Name of Municipality

Town of Amherstburg

Spending limit issued by clerk

\$ 18,598.60

I did not accept any contributions or incur any expenses other than the nomination fee. *(Complete Box A and B only)*

Box B: Declaration

I, Diane Pouget, a candidate in the municipality of Amherstburg, hereby declare that to the best of my knowledge and belief that these financial statements and attached supporting schedules are true and correct.

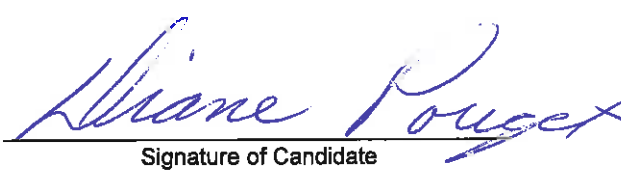
Declared before (clerk or commissioner)

in the Town of Amherstburg

on (yyyy/mm/dd) 2015/01/29


Signature of Clerk or Commissioner

January 29/2015
Date Filed in the Clerk's Office (yyyy/mm/dd)


Signature of Candidate

Box C: Statement of Campaign Income and Expenses**LOAN**Name of bank or recognized lending institution Canadian Imperial Bank of Commerce

Amount borrowed \$ _____

INCOME

Total amount of all contributions (From line 1A in Schedule 1)	+ \$	<u>2,184.50</u>	
Refund of nomination filing fee	+ \$	<u>100.00</u>	
Sign deposit refund	+ \$	_____	
Revenue from fund-raising events not deemed a contribution (From Part III of Schedule 2)	+ \$	_____	
Interest earned by campaign bank account	+ \$	_____	
Other (provide full details)			
1. _____	+ \$	_____	
2. _____	+ \$	_____	
3. _____	+ \$	_____	
Total Campaign Income (Do not include loan)	= \$	<u>2,284.50</u>	C1

EXPENSES (Note: include the value of contributions of goods and services)**Expenses subject to spending limit**

Nomination filing fee	+ \$	<u>100.00</u>	
Inventory from previous campaign used in this campaign (list details in Table 5 of Schedule 1)	+ \$	_____	
Advertising	+ \$	<u>757.10</u>	
Brochures/flyers	+ \$	<u>874.50</u>	
Signs (including sign deposit)	+ \$	<u>134.50</u>	
Meetings hosted	+ \$	<u>75.00</u>	
Office expenses incurred until voting day	+ \$	_____	
Phone and/or Internet expenses incurred until voting day	+ \$	_____	
Salaries, benefits, honoraria, professional fees incurred until voting day	+ \$	_____	
Bank charges incurred until voting day	+ \$	<u>73.37</u>	
Interest charged on loan until voting day	+ \$	_____	
Other (provide full details)			
1. _____	+ \$	_____	
2. _____	+ \$	_____	
3. _____	+ \$	_____	
Total Expenses subject to spending limit	= \$	<u>2,014.47</u>	C2

Expenses not subject to spending limit

Accounting and audit	+ \$	_____	
Cost of fund-raising events/activities (list details in Part IV of Schedule 2)	+ \$	_____	
Voting day party/appreciation notices	+ \$	_____	
Office expenses incurred after voting day	+ \$	_____	
Phone and/or Internet expenses incurred after voting day	+ \$	_____	
Salaries, benefits, honoraria, professional fees incurred after voting day	+ \$	_____	
Bank charges incurred after voting day	+ \$	_____	
Interest charged on loan after voting day	+ \$	_____	
Expenses related to recount	+ \$	_____	
Expenses related to controverted election	+ \$	_____	
Expenses related to compliance audit	+ \$	_____	
Expenses related to candidate's disability (provide full details)			
1. _____	+ \$	_____	
2. _____	+ \$	_____	
3. _____	+ \$	_____	
Other (provide full details)			
1. _____	+ \$	_____	
2. _____	+ \$	_____	
3. _____	+ \$	_____	
Total Expenses not subject to spending limit	= \$	_____	C3

Total Campaign Expenses (C2 + C3)= \$ **2,014.47** **C4**

Box D: Calculation of Surplus or Deficit

Excess (deficiency) of income over expenses (Income – Total Expenses) (C1 – C4)	+ \$	<u>270.03</u>	D1
Eligible deficit carried forward by the candidate from the last election	- \$	<u> </u>	D2
Total (D1 – D2)	= \$	<u>270.03</u>	
If there is a surplus, deduct any refund of candidate's or spouse's contributions to the campaign	- \$	<u> </u>	
Surplus (or deficit) for the campaign	= \$	<u>270.03</u>	D3

If line D3 shows a surplus, the amount must be paid in trust, at the time the financial statements are filed, to the municipal clerk who was responsible for the conduct of the election.

Amount of \$ 270.03 paid to municipal clerk in the municipality of Town of Amherstburg

Schedule 1 - Contributions

Part I – Summary of Contributions

Contribution from candidate (include the value of inventory listed in Table 5)	+ \$ 1,300.00
Contribution from spouse	+ \$ _____
Total value of contributions not exceeding \$100 per contributor	
• Include ticket revenue, contributions in money, goods and services where the total contribution from a contributor is \$100 or less (do not include contributions from candidate or spouse).	+ \$ 134.50
Total value of contributions exceeding \$100 per contributor (from line 1B; list details in Tables 1 – 4)	
• Include ticket revenue, contributions in money, goods and services where the total contribution from a contributor exceeds \$100 (do not include contributions from candidate or spouse).	+ \$ 750.00
Less: Contributions returned or payable to the contributor	- \$ _____
Contributions paid or payable to the clerk, including contributions from anonymous sources exceeding \$10	- \$ _____
Total Amount of Contributions (Record in Box C)	= \$ 2,184.50 1A

Part II – List of Contributions from Each Single Contributor Totalling more than \$100

Table 1: Monetary contributions from individuals other than candidate or spouse

Name	Full Address	Amount \$
Dr. John Spellman	5873 Conc 5 S Amherstburg, ON N9V 2Y8	750.00
Total		750.00

Additional information is listed on separate supplementary attachment

Table 2: Monetary contributions from corporations or unions

Name (Legal and Carrying on Business As)	Full Address	President or Business Manager	Authorized Representative	Amount \$
<input type="checkbox"/> Additional information is listed on separate supplementary attachment				Total

Table 3: Contributions in goods or services from individuals other than candidate or spouse
 (Note: must also be recorded as expenses in Box C)

Name	Full Address	Description of Goods or Services	Value \$
Paula Pouget Kellam	567 Front Rd. N Amherstburg, ON N9V 2V6	one sign	10.00
Wilfred Fortowsky	1484 Front Rd. N Amherstburg, ON N9V 3R3	four signs	68.00
Ron Renaud	460 Dalhousie St. S Amherstburg, ON N9V 1X3	one signs	56.50
<input type="checkbox"/> Additional information is listed on separate supplementary attachment			Total
			134.50

Table 4: Contributions in goods or services from corporations or unions (Note: must also be recorded as expenses in Box C)

Name of Corporation (Legal and Carrying on Business As)	Full Address	President or Business Manager	Authorized Representative	Description of Goods or Services	Value \$

Additional information is listed on separate supplementary attachment Total

Total Part II Contributions (Add Totals from Tables 1-4) (Record in Part I – Summary) **\$** _____ **1B**

Part III – Inventory

Table 5: Inventory of Campaign Goods and Materials from Previous Campaign used In this Campaign
(Note: value must be recorded as a contribution from the candidate and as an expense)

Description	Date Acquired (yyyy/mm/dd)	Supplier	Current Market Value \$	Quantity	Total Value \$

Additional information is listed on separate supplementary attachment Total

Schedule 2 – Fundraising Events and Activities

Fundraising Event/Activity

Complete a separate schedule for each event or activity held

Additional schedule(s) attached

Description of fundraising event/activity _____

Date of event/activity (yyyy/mm/dd) _____

Part I – Ticket Revenue

Admission charge (per person)

(If there are a range of ticket prices, attach complete breakdown of all ticket sales)

+ \$ _____ **2A**

Number of tickets sold

X _____ **2B**

Total Ticket Revenue (2A X 2B) (Include in Schedule 1)

= \$ _____

Part II – Other revenue deemed a contribution

(provide details (e.g. revenue from goods sold in excess of fair market value))

1. _____ + \$ _____

2. _____ + \$ _____

3. _____ + \$ _____

4. _____ + \$ _____

5. _____ + \$ _____

Total Part II Revenue (include in Schedule 1)

= \$ _____

Part III – Other revenue not deemed a contribution

(provide details (e.g. contributions of \$10 or less; market value of goods or services sold))

1. _____ + \$ _____

2. _____ + \$ _____

3. _____ + \$ _____

4. _____ + \$ _____

5. _____ + \$ _____

Total Part III Revenue (include in Box C)

= \$ _____

Part IV – Expenses related to fundraising event or activity (provide details)

1. _____ + \$ _____

2. _____ + \$ _____

3. _____ + \$ _____

4. _____ + \$ _____

5. _____ + \$ _____

6. _____ + \$ _____

7. _____ + \$ _____

8. _____ + \$ _____

Total Part IV Expenses (include in Box C)

= \$ _____

Auditor's Report*Municipal Elections Act, 1996 (Section 78)*

A candidate who has received contributions or incurred expenses in excess of \$10,000 must attach an auditor's report.

Professional Designation of Auditor

Municipality	Date (yyyy/mm/dd)
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Contact Information

Last Name	First Name	Licence Number
-----------	------------	----------------

Address		
Suite/Unit No.	Street No.	Street Name

City/Town	Province	Postal Code
-----------	----------	-------------

Telephone No. (including area code) ext.	Fax No.	Email Address
---	---------	---------------

The report must be done in accordance with generally accepted auditing standards and must:

- set out the scope of the examination
- provide an opinion as to the completeness and accuracy of the financial statement and whether it is free of material misstatement

 Report is attached

Personal information, if any, collected on this form is obtained under the authority of sections 78 and 95 of the *Municipal Elections Act, 1996*. Under section 88 of the *Municipal Elections Act, 1996* (and despite anything in the *Municipal Freedom of Information and Protection of Privacy Act*) documents and materials filed with or prepared by the clerk or any other election official under the *Municipal Elections Act, 1996* are public records and, until their destruction, may be inspected by any person at the clerk's office at a time when the office is open. Campaign financial statements shall also be made available by the clerk in an electronic format free of charge upon request.



Transaction Record
Relevé des opérations

Receipt

Card Number: 4506*****481
Current Date: Oct 20, 2014 01:05 PM
Transit/Operator: 09682 AB01092

Transfer
From: 09682 ***5794
To: 09682 ***4489
Amount: \$300.00

Account Summary
Account: 09682 ***5794
Current Balance: \$19,653.59
Available Balance: \$19,753.59

Account: 09682 ***4489
Current Balance: \$490.38
Everyday Chq

Registered Bill payment transactions submitted after 6:00 pm using this service will be performed on the next banking day; other transactions may be performed on the next banking day depending on the nature and time of the transaction.

Les opérations de paiement de facture inscrites effectuées après 18 h au moyen de ce service ne seront exécutées que le jour ouvré suivant. De même, d'autres opérations peuvent être exécutées que le jour ouvrable suivant, selon le type et l'heure de l'opération. Le logo CIBC est une marque déposée de la Banque CIBC.

Deposits 1,000
1,750

2,300
2,850

RTT 113.00 107.35
107.35
107.35
107.35
107.35

644.10
113.00
757.10

107.35
107.35

Van Gyrochica 587.60
~~286.20~~
874.50

Marting 75.37
73.37
158.37

2050.06
2059.97
~~1879.03~~

Inquiry Renseignements

Receipt

Card Number: 4506*****481
Current Date: Sep 20, 2014 11:29 AM
Posting Date: Sep 22, 2014
Transit/Operator: 09682 MS01987

Deposit To: 09682 ***4489
Total Cheques: \$750.00
Amount: \$750.00

Account Summary Account: 09682 ***4489
Everyday Chq \$1,569.28
Current Balance:

Inquiry Renseignements



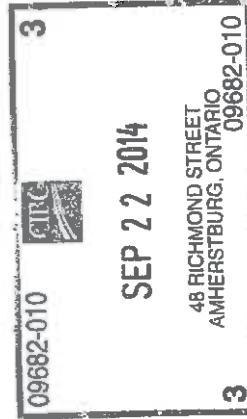
Transaction History

Inquiry Date: Sep 20, 2014 11:29 AM
Account: 09682 ***4489
Current Balance: Everyday Chq \$1,569.28

Last 60 Days: Jul 22, 2014 - Sep 20, 2014

Date	Debit	Credit	Balance
Sep 22, 2014 DEPOSIT		\$750.00	...
Sep 19, 2014 CHEQUE 001	← \$107.35	41580577	...

Note: The Balance may not reflect recent transactions in your account.





CIBC Account Statement

DIANE POUGET

For Sep 1 to Sep 30, 2014

Account number
76-14489

Branch transit number
09682

The names shown are based on our current records, as of December 1, 2014. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

Account summary

Opening balance on Sep 1, 2014		\$0.00
Withdrawals	-	879.57
Deposits	+	1,753.90
Closing balance on Sep 30, 2014	=	\$874.33

Contact information

1 800 465 CIBC (2422)

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

TTY hearing impaired

1 800 465 7401

Outside Canada and the U.S.

1 902 420 CIBC (2422)

www.cibc.com

Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
Sep 1	Opening balance			\$0.00
Sep 10	MEMO - TRANSFER		1,000.00	1,000.00
Sep 16	PREAUTHORIZED DEBIT D+H - CHEQUE ORDER	73.37		926.63
Sep 19	CHEQUE 001 41580577	107.35 ✓		819.28
Sep 22	DEPOSIT		750.00	1,569.28
Sep 25	CHEQUE 003 30447841	587.60 ✓		981.68
Sep 26	CHEQUE 002 35486868	107.35 ✓		874.33
Sep 30	SERVICE CHARGE	3.90 ✓		870.43
	SERVICE CHARGE DISCOUNT		3.90 ✓	874.33
	Closing balance			\$874.33

CIBC Account Statement

Sep 1 to Sep 30, 2014

Account number: 76-14489

Branch transit number: 09682

Important: This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within the period applicable to your regular account recordkeeping option, as follows:

- Bankbook or paperless: 60 days from the date the entry was, or should have been, posted; or
- Statement: 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your Personal Account Agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

***Foreign Currency Conversion Fee:**

If you withdraw foreign currency from a bank machine located outside Canada, you are charged the same conversion rate CIBC is required to pay plus an administration fee, which is disclosed in the CIBC *Personal Account Service Fees* brochure, a copy of which is available at any CIBC branch in Canada (this is in addition to any transaction fee applicable to the withdrawal and the network fee).

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CIBC Account Statement

DIANE POUGET

For Oct 1 to Oct 31, 2014

Account number
76-14489

Branch transit number
09682

The names shown are based on our current records, as of December 1, 2014. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

Account summary

Opening balance on Oct 1, 2014		\$874.33
Withdrawals	-	908.20
Deposits	+	303.90
Closing balance on Oct 31, 2014	=	\$270.03

Contact information

1 800 465 CIBC (2422)

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

TTY hearing impaired

1 800 465 7401

Outside Canada and the U.S.

1 902 420 CIBC (2422)

www.cibc.com

Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
Oct 1	Opening balance			\$874.33
Oct 3	CHEQUE 004 27153931	107.35 ✓		766.98
Oct 9	CHEQUE 007 28088423	286.90 ✓		480.08
Oct 10	CHEQUE 005 35353698	107.35 ✓		372.73
Oct 14	CHEQUE 027 29082387	75.00		297.73
Oct 17	CHEQUE 006 36127807	107.35 ✓		190.38
Oct 20	MEMO - TRANSFER		300.00	490.38
Oct 24	CHEQUE 008 26526840	107.35 ✓		383.03
Oct 31	CHEQUE 009 28476491	113.00 ✓		270.03
	SERVICE CHARGE	3.90		266.13
	SERVICE CHARGE DISCOUNT		3.90	270.03
	Closing balance			\$270.03

CIBC Account Statement

Oct 1 to Oct 31, 2014

Account number: 76-14489

Branch transit number: 09682

Important: This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within the period applicable to your regular account recordkeeping option, as follows:

- Bankbook or paperless: 60 days from the date the entry was, or should have been, posted; or
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CIBC Account Statement

DIANE POUGET

For Nov 1 to Nov 25, 2014

Account number
76-14489

Branch transit number
09682

The names shown are based on our current records, as of December 1, 2014. This statement does not reflect any changes in account holders and account holder names that may have occurred prior to this date.

Account summary

Opening balance on Nov 1, 2014		\$270.03
Withdrawals	-	0.00
Deposits	+	0.00
Closing balance on Nov 25, 2014	=	\$270.03

Contact information

 **1 800 465 CIBC (2422)**

Contact us by phone for questions on this update, change of personal information, and general inquiries, 24 hours a day, 7 days a week.

TTY hearing impaired
1 800 465 7401

Outside Canada and the U.S.
1 902 420 CIBC (2422)

 **www.cibc.com**

Transaction details

Date	Description	Withdrawals (\$)	Deposits (\$)	Balance (\$)
Nov 1	Opening balance			\$270.03
	Closing balance			\$270.03

CIBC Account Statement

Nov 1 to Nov 25, 2014
Account number: 76-14489
Branch transit number: 09682

Important: This statement will be considered correct if you do not report errors, omissions or irregularities in entries and balances to CIBC in writing within the period applicable to your regular account recordkeeping option, as follows:

- Bankbook or paperless: 60 days from the date the entry was, or should have been, posted; or
- Statement: 30 days from last date of the statement period covered by a previously issued regular statement where such period included the date the entry was, or should have been, posted.

This rule does not apply to improper credits to your account. Your rights under your Personal Account Agreement to verify and notify CIBC of account errors, omissions or irregularities do not apply to this statement which is for information or replacement purposes only.

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amherstburg ~~RIVERTOWN~~ TIMES

Invoice

67 Richmond St., Amherstburg, Ontario N9V 1G1
 Phone: 519-736-4175 • Fax: 519-736-5420
 Email: office@rivertowntimes.com


HST Registration #: 870292265

DIANE POUGET CAMPAIGN
 106 LOWES SIDE RD
 AMHERSTBURG ON N9V 1S2

Invoice #: 00060554

Date: 01/10/14

Page: 1

DATE	DESCRIPTION	AMOUNT
01/10/14	<p>ELECTION ADVERTISING</p> <p style="text-align: center;">PAID</p> <p style="text-align: center;"></p> <p style="text-align: center;">TEARSHEETS As of May 14, 2014 we are no longer mailing tearsheets. To obtain your tearsheets please visit: https://rivertown.adline321.com/tearsheets/ or if receiving this invoice by email, click on the link listed above</p>	\$95.00
<p>Shipping Date: _____ Terms: Net _____</p> <p>Memo:</p>	HST	\$12.35
	Total Amount:	\$107.35
	Amount Applied:	\$0.00
	Balance Due:	\$107.35

amherstburg RIVER TOWN **TIMES**

Invoice

67 Richmond St., Amherstburg, Ontario N9V 1G1
 Phone: 519-736-4175 • Fax: 519-736-5420
 Email: office@rivertowntimes.com


HST Registration #: 870292265

DIANE POUGET CAMPAIGN
 106 LOWES SIDE RD
 AMHERSTBURG ON N9V 1S2

Invoice #: 00060654

Date: 08/10/14

Page: 1

DATE	DESCRIPTION	AMOUNT
08/10/14	ELECTION ADVERTISING <div style="text-align: center;">  </div> <p style="text-align: center;">TEARSHEETS As of May 14, 2014 we are no longer mailing tearsheets. To obtain your tearsheets please visit: https://rivertown.adline321.com/tearsheets/ or if receiving this invoice by email, click on the link listed above</p>	\$95.00
Shipping Date: _____ Terms: Net _____ Memo: _____	HST	\$12.35
	Total Amount:	\$107.35
	Amount Applied:	\$0.00
	Balance Due:	\$107.35

amherstburg RIVER TOWN TIMES

Invoice

67 Richmond St., Amherstburg, Ontario N9V 1G1
 Phone: 519-736-4175 • Fax: 519-736-5420
 Email: office@rivertowntimes.com


HST Registration #: 870292265

Invoice #: 00060655

Date: 15/10/14

Page: 1

DIANE POUGET CAMPAIGN
 106 LOWES SIDE RD
 AMHERSTBURG ON N9V 1S2

DATE	DESCRIPTION	AMOUNT
15/10/14	ELECTION ADVERTISING  <p style="text-align: center;">TEARSHEETS As of May 14, 2014 we are no longer mailing tearsheets. To obtain your tearsheets please visit: https://rivertown.adline321.com/tearsheets/ or if receiving this invoice by email, click on the link listed above</p>	\$95.00
Shipping Date: _____ Terms: Net	HST	\$12.35
	Total Amount:	\$107.35
	Amount Applied:	\$0.00
	Balance Due:	\$107.35

Memo:

amherstburg RIVER TOWN TIMES

Invoice

67 Richmond St., Amherstburg, Ontario N9V 1G1
 Phone: 519-736-4175 • Fax: 519-736-5420
 Email: office@rivertowntimes.com


HST Registration #: 870292265

DIANE POUGET CAMPAIGN
 106 LOWES SIDE RD
 AMHERSTBURG ON N9V 1S2

Invoice #: 00061073

Date: 05/11/14

Page: 1

DATE	DESCRIPTION	AMOUNT
05/11/14	<p>ELECTION ADVERTISING</p> <p style="text-align: center;">PAID</p> <p style="text-align: center;"></p> <p style="text-align: center;">TEARSHEETS As of May 14, 2014 we are no longer mailing tearsheets. To obtain your tearsheets please visit: https://rivertown.adline321.com/tearsheets/ or if receiving this invoice by email, click on the link listed above</p>	\$100.00

Shipping Date: _____ Terms: Net _____ Memo: _____	HST	\$13.00
	Total Amount:	\$113.00
	Amount Applied:	\$0.00
Balance Due:	\$113.00	

2014
Amherstburg  **VOTE**

DECLARATION OF QUALIFICATION (Council)
Mayor and Councillor Candidates for 2014 Municipal Election

I, Miane Pouzet, a nominated candidate for the office of:

- Mayor
- Deputy Mayor
- Councillor

Do solemnly declare that:

1. I am qualified pursuant to the *Municipal Elections Act, 1996* and the *Municipal Act, 2001* to be elected and to hold the above noted office.
2. Without limiting the generality of paragraph 1, on Voting Day, Monday, October 27, 2014, I am a Canadian citizen, at least eighteen (18) years of age, a resident of the Town of Amherstburg or the owner or tenant of land in the Town of Amherstburg or the spouse or same sex partner of such owner or tenant.
3. I am not ineligible or disqualified under the *Municipal Elections Act, 1996*, the *Municipal Act, 2001*, the *Municipal Conflict of Interest Act* or any other Act, to be elected to or hold the above-mentioned office.
4. I am not a candidate who was convicted of a corrupt practice under the *Municipal Elections Act, 1996* or of an offence under the Criminal Code (Canada), in connection with an act or omission with respect to a municipal election if the voting day in that election is less than six years prior to Monday, November 13, 2006.
5. I am not disqualified from being elected or to hold office by reason of any violations of the election campaign financial requirements or violations for not filing the financial statement pursuant to the *Municipal Elections Act, 1996*.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

Declared before me at the Town of Amherstburg, County of Essex

this 10 day of SEPTEMBER, 2014.

Miane Pouzet
(signature of candidate, signed in front of the Clerk)

[Signature]
(Signature of Clerk or Commissioner, etc.)



Nomination Paper - Form 1
Municipal Elections Act, 1996 (Sections 33, 35)

Note

- A Nomination Paper may only be filed in person or by an agent; it may not be faxed or e-mailed.
It is the responsibility of the person being nominated to file a complete and accurate nomination paper.

Instruction

- Please print or type information (except signatures).

Nomination Paper of a person to be a candidate at an election to be held in the following municipality

AMHERSTBURG

Nominated for the Office of

COUNCILLOR

Ward name or no. (if any)

Nominee's Name as it is to appear on the ballot paper (subject to agreement of the municipal clerk)

Last Name

POUGET

Given Name(s)

DIANE

Nominee's full qualifying address within municipality

Suite/Unit No.

Street No.

Street Name

106

LOWES SIDE ROAD

City/Town

AMHERSTBURG

Province

ONTARIO

Postal Code

N9V 1S2

Mailing Address

Same as qualifying address

Suite/Unit No.

Street No.

Street Name

City/Town

Province

Postal Code

If nominated for school board, full address of residence within its jurisdiction

Suite/Unit No.

Street No.

Street Name

City/Town

Province

Postal Code

Telephone No. (incl. area code)

Business

Home

(519)

736-2431

Fax No.

Email Address

dpouget2@cogeco.ca

Declaration of Qualification

Diane Pouget

the nominee mentioned in this nomination paper, declare that

I am presently legally qualified, or would be presently legally qualified if I were not a member of the Legislative Assembly of Ontario or the Senate or House of Commons of Canada, to be elected and to hold the office for which I am nominated and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Declared before me

at the Town

of AMHERSTBURG

in the County of ESSER

this 10 day of SEPTEMBER 2014

[Signature of Clerk or Commissioner, etc.]

Signature of Clerk or Commissioner, etc.

[Signature of Nominee]

Signature of Nominee

Date Filed (yyyy/mm/dd)

SEPT 10/14

Time Filed

10:28 AM

Nominee or Agent Initial

[Initials]

Signature of Clerk or Designate

[Signature]

Certification by Clerk or Designate

I, the undersigned clerk of this municipality, do hereby certify that I have examined the nomination paper of the aforesaid nominee filed with me and am satisfied that the nominee is qualified to be nominated and that the nomination complies with the Act.

Signature

Date Filed (yyyy/mm/dd)

2014 **OTE**
Amherstburg

CONSENT BY CANDIDATE

Access to Candidate Contact Information

According to Section 88 of the *Municipal Elections Act, 1996*, the information contained in a Nomination Paper is deemed to be public record and may be inspected by any person at the Clerk's Office at any time the office is open. To facilitate candidate contact with the public and the press, it has been the Town of Amherstburg's practice to post information contained in the Nomination Paper on the Town website. It is recognized that the contact information shown on the Nomination Paper may not be the most convenient or appropriate for posting on the website or providing as a result of public enquiries.

All candidates are asked to fill out the following information regarding contact information to be listed on the Town of Amherstburg website.

There is no obligation on the part of the candidate to authorize the release of this contact information.

Candidate decision/instruction with respect to release of contact information:

I have read the above explanation with respect to the release of information. Having considered the information, I hereby provide the following direction to the Clerk (Please place mark in the appropriate box).

Do not release my contact information except as provided for in the *Municipal Elections Act* (i.e. by making it available for public viewing at the Town Clerk's office (only the candidate's name and nominated office will be posted on the Town's website).

I hereby authorize the release of the following information in response to requests for information made to the Clerk's Office. I understand that the release of this information may be done by telephone, email or posting of the information on the Town's website (complete areas to be released).

Contact Attribute	Type/Print Contact Details	Release
Qualifying Address	106 LOWES SIDE ROAD AMHERSTBURG, ONT. N9V 1S2	X
Campaign Office Address		
Campaign Website		
Campaign Email Address		
Campaign Twitter Address		
Campaign Phone	(519) 736-2431	X
Cell Phone		

Personal information on this form is being collected under the authority of the *Municipal Elections Act, 1996* and will be used for the nomination process for office in the 2006 Municipal Election and will be available for public inspection in the office of the Clerk, Town of Amherstburg until the next municipal election. Questions about this collection of personal information may be directed to Brenda Percy, Clerk.

2014 VOTE Amherstburg

NOMINATION PROCESS – STAFF CHECKLIST

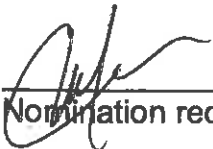
- Nomination Form completed – Form 1
- Declaration of Qualification (Council or School Board) (EL 18 A or B) completed
Ensure proper Declaration is used depending on office running for
- FOI Release form complete and signed
- Candidates identification checked (take photocopy)
- Check Nomination Form to ensure all boxes have been completed
- Commission Declaration (by the Clerk or Deputy Clerk only)
- Complete Date filed with current date
- Complete Time filed with current time
- Have nominee or agent sign initial Form 1 (Nomination form)
- Signed by Clerk or Designated as received
- Filing Fee received and receipt issued
Mayor \$200
Deputy Mayor, Council or School Board Trustee (\$100)

Fee is payable as cash (debit), certified cheque, cheque or money order ONLY

Make 2 copies of the Nomination form:

- 1) Give the candidate or their agent their copy (photocopy)
- 2) Place the original copy with the Clerk

Once all steps have been taken /completed and checked, sign and provide all documents to Clerk



Nomination received by

Ontario Driver's Licence / Permis de conduire ON CANADA

L2 NAME(S) PONGERT, DIANE L

I 101 LOWES SIDE RD
AMHERSTBURG, ON, N9V 1S2

M NUMBER ~~4297-4294~~

44 EXPIRES 2010/01/26 46 EXPIRES 2015/02/03

1 SEX/F 2 SEX/M AR3481818 16 HGT/HAUT. 152 CM

3 SEX/F

8 CLASS/ CLASSE G

9 DATE/ DATE

10 SEX/ SEX X

11 707-16784-75213
347 0208

Diane Pongert

12 10-7718213 *4298144*

FOR ELECTION PURPOSES ONLY!

2014
Amherstburg  **OTE**

**NOTICE OF PENALTIES
CONFIRMATION OF RECEIPT**
(Municipal Election Act, 1996)

2014 MUNICIPAL AND SCHOOL BOARD ELECTION
Town of Amherstburg

Pursuant to Section 33.1 and 78 (6) of the *Municipal Elections Act, 1996*, where the Clerk is required to give notice to each person nominated for an office regarding the penalties under subsections 80 (2) and 92 (5) relating to election campaign finances, attached for your information is Notice of Penalties.

I, Aiane Pouget, do hereby acknowledge that I am in receipt of the Clerk's notice regarding penalties relating to election campaign finances.

Signature Aiane Pouget

Date Sept. 10, 2014



NOTICE OF PENALTIES

(Municipal Election Act, 1996)

Section 76 of the Municipal Elections Act outlines the details of expenses a candidate may incur. Pursuant to Section 76(7), within 10 days after nomination day, the Clerk will calculate the maximum permitted expenses for each office and will provide a Certificate of the applicable maximum to each candidate.

Section 78(1) of the Municipal Elections Act states that "on or before 2 p.m. on the filing date, a candidate shall file with the Clerk with whom the nomination was filed a financial statement and auditor's report, each in the prescribed form reflecting the candidate's election campaign finances,

- a) in the case of a regular election, as of December 31, in the year of the election; and
- b) in the case of a by-election, as of the 45th day after voting day."

Section 79 of the Municipal Elections Act outlines details of a candidate's "surplus" if contributions exceed expenses and a candidate's "deficit" if the reverse is true.

Section 80(1) of the Municipal Elections Act provides that a candidate is subject to the penalties listed in Subsection (2), in addition to any other penalty that may be imposed under this Act, if,

- a) he or she fails to file a document as required under Section 78 or 79.1 by the relevant date;
- b) a document filed under Section 78 shows on its face a surplus, as described in Section 79, and the candidate fails to pay the amount required by Section 79 (4) to the Clerk by the relevant date;
- c) a document filed under Section 78 shows on its face that the candidate has incurred expenses exceeding what is permitted under Section 76; or
- d) if a document filed under Section 79.1 shows on its face a surplus and the candidate fails to pay the amount required under subsection 79.1 (7) by the relevant date.

Section 80(2) of the Municipal Elections Act provides for the following penalties in the case of a default described in subsection (1):

1. In the case of the defaults described in subsection (1),
 - (a) the candidate forfeits any office to which he or she was elected and the office shall be deemed to be vacant; and
 - (b) until the next regular election has taken place, the candidate is ineligible to be elected or appointed to any office to which this Act applies.

Section 92(5) of the Municipal Elections Act provides that a candidate is guilty of an offence and, on conviction, in addition to any other penalty that may be imposed under this Act, is subject to the penalties described in Paragraph 1 of Subsection 80(2), if he or she,

- a) files a document under Section 78 or 79.1 that is incorrect or otherwise does not comply with that section; or
- b) incurs expenses that exceed what is permitted under Section 76.

The information above is provided to all candidates however, it is the responsibility of the candidate to refer directly to the Municipal Elections Act, 1996 for specific provisions and additional details. The Act is available from Publications Ontario (telephone 1-800-668-9938) or on line at www.e-laws.gov.on.ca.

Amherstburg Citizens for Responsible Government
www.amherstburg1.ca

November 15, 2014

Mrs. Diane Pouget,
106 Lowes Side Rd.,
Amherstburg, Ontario,
N9V 1S2

Dear Diane ,

Amherstburg Citizens for Responsible Government is pleased to finalize its promise to all candidates who participated in the All Candidates Night at the AMA Sportsmen's Club last October 9th.


As promised, you will find attached an accounting of the expenses and revenues associated with the event.

We are pleased to be able to report that a cheque for \$250.00 will be donated to the Amherstburg Food and Fellowship Mission.

We thank you for your contribution to the Amherstburg Municipal Election of 2014, and to the October 9th event.

Feel free to contact us should you have any questions.

Yours sincerely,


John McDonald, ACRG Chair


Jim Broderick, ACRG Oct.9 Event Coordinator

Attachment: Financial Report for "Meet the Candidates Night", October 9, 2014

FINANCIAL REPORT ON OCTOBER 9 EVENT, AMA SPORTSMEN'S CLUB

Revenues

Total Donations from 24 participating candidates **1800.00**

Expenses

AMA Sportsmen's Club Hall Rental	226.00
Attendant Honorarium	120.00
River Town Times Ad Oct 1	214.70
River Town Times Ad Oct. 8	452.00
TriGraphics Materials	150.00
Walmart	82.38
Sobeys	95.54
No Frills	52.71
Dollarama	14.40
Canada Post	106.45
Staples	40.81

Total Expenses Incurred **1554.99**

Balance Proceeds from Event **245.01**

TOWN OF AMHERSTBURG
271 SANDWICH ST S
AMHERSTBURG, ON N9V 2A5
(519) 736-5401

REPRINT OF
RECEIPT RECORD

TERM ID: D4190365 BATCH#: 264
EMPLOYEE ID: 1 SHIFT#: 001

Sale

INV#: 000000001
INTERAC Account Type: Chequing
SEQ#: 264001001001

Application Label: Interac
ATD: A0000602771010
TVR: 00 00 00 00 00
ISI: 00 00



TOWN OF AMHERSTBURG
271 SANDWICH ST SOUTH
AMHERSTBURG, ON N9V 2A5
Phone No. : (519) 736-5401
Fax No. : (519) 736-0011

*****8481

Total: CAD\$ 100.00

APPROVED 104108
001/00

10-Sep-14 10:41:08

THANK YOU

--- Item ID #0001 ---
ELECTION : ELECTION FEES
Ref: COUNCILLOR DIANE POUGET
ELECTION FEES
1@ 100.00 100.00
Payment Subtotal 100.00
PST 0.00
GST/HST 123 0.00

Payment Total 100.00
=====

DEBIT 100.00
NAME: COUNCILLOR DIANE POUGET - PAID BY
DEBIT
Change 0.00

10-Sep-14 10:40:44
D:0000007411 B:2014091001
MROMA R:0000177310

HAVE A NICE DAY!



Thank you for choosing CIBC.

Account Summary for DIANE POUGET on Sep. 10, 2014

Your Account Details

Current Address:
106 LOWES SIDE RD
AMHERSTBURG ON N9V 1S2

Account Name: DIANE POUGET
Account Type: CIBC Everyday® Chequing Account
Transit/Account Number: 09682/76-14489
Record Keeping Option: eStatement
Access to Deposited Funds: Hold All But \$3,000.00
CIBC Overdraft Protection Limit*:
Overdraft Fee Option:

Your Debit Card Details

Card Number: 4506 4452 0775 8481

Your account 09682/76-14489 has been linked to your Extended CDN slot for your convenience.

Automated Banking Machine
Daily Withdrawal Limit: \$1,000.00

Point of Sale
Daily Purchase Limit: \$3,000.00

The limits listed above represent the maximum daily amount you can access using this debit card, regardless of how many accounts you have attached to the card (subject to available account balances). CIBC may change these limits at any time with or without notice to you.

If your account is placed in the Savings slot, it will not be accessible outside of Canada.

If your account is placed in the Other slot, your account will not be accessible outside of Canada, on the non-CIBC ABM network, or via domestic debit payment networks.

CIBC Online and Mobile Banking Sign Up

If you haven't signed up for Online banking already and would like to do so you'll need to have the following information on hand:

- Your 3 or 6-digit CIBC temporary password. (Call 1-888-872-2422 or visit a branch to obtain).
- Your 16-digit CIBC debit card number.
- Your Branch transit number.
- Your bank account number.

Once you are registered for CIBC Online Banking, you can access CIBC Mobile Banking with your existing card number and password at: **www.cibc.mobi**, or download the app for your device.

Serving You Better

We would like the opportunity to meet all your future financial needs.

CIBC appreciates your business.

[®] Registered Trademark of CIBC

[™] Trademark of CIBC

* Not available on CIBC US\$ Personal Account.

If more than one account is listed above, this is the total overdraft limit for these accounts.



Personal Account Agreement

1. **Basic terms and definitions.** In exchange for CIBC opening and operating one or more personal deposit accounts for you, you agree to be bound by the following terms. You confirm you have received the Disclosure Documentation and also agree to be bound by its terms, including any changes to or replacements of the Disclosure Documentation made by CIBC from time to time.

You agree that this Agreement also replaces any existing personal account agreement or personal account services agreement you may have with CIBC. If you have a joint Account, the instructions that you provided to CIBC with respect to who may deal with the joint Account will continue in effect until you choose to change them.

In this Agreement:

"*Account*" means each personal deposit account you already have, as well as each account you asked CIBC to open for you when you signed the Signature Card or, if you signed a Signature Card in order to be added as a joint accountholder of an existing account or accounts, each such account;

"*Agreement*" means this Personal Account Agreement, which, if you have applied and been approved for the CIBC Overdraft Protection Service for any of your Accounts, includes the CIBC Overdraft Protection Service Addendum as well;

"*Branch of Account*" means the CIBC branch which administers the Account;

"*CIBC*" means Canadian Imperial Bank of Commerce;

"*CIBC Bank Card*" means the card CIBC may issue you to enable you to perform transactions at automated bank machines and branches, directly debit (withdraw funds) for retail purchases from the Account, and otherwise deal with the Account;

"*Disclosure Documentation*" means the Account fees disclosure documentation and, if the Account is an interest-bearing Account, the interest disclosure documentation you received when you opened the Account or were added as a joint accountholder, as applicable;

"*Good Standing*" means you are in compliance with this Agreement and/or any other agreement applicable to your Account.

"*Instrument*" means, among other things, a cheque or other bill of exchange, promissory note, draft, money order, order for payment, bill payment remittance, bankers' acceptance, coupon, electronic debit or credit or other payment instrument, whether negotiable or non-negotiable;

"*Loyalty Program Operator*" means an operator of a loyalty program, which may be CIBC or a third party.

"*Online Banking*" means the CIBC banking services available by Internet;

"*Signature Card*" means the Account signature card you signed when opening each Account, or when requesting that you be added as a joint accountholder of the Account, as applicable;

"*Overdraft Fee*" means fee charged to your Account when you are not covered by CIBC Overdraft Protection Service and CIBC chooses to process a debit which results in your Account being overdrawn, as set out in paragraph 13 below;

"*Telephone Banking*" means the CIBC banking services available by telephone;

"*you*" and "*your*" means each person who has signed the Signature Card and, "*all of you*" means both or all such persons (as applicable).

2. **You agree to examine your bankbook/Account statements.** If your record-keeping is by:
- Bankbook.* You agree to update your bankbook at least once every 30 days and examine all Account entries and balances at that time;
 - Statement.* CIBC will mail or otherwise send you a statement at your address as indicated in the Branch of Account's records. When you receive your statement, you agree to examine all Account entries and balances in it. If a statement is returned to CIBC because it cannot be delivered, you understand that until such time as you provide CIBC with a current mailing address no further statements will be sent to you and you will be bound by paragraphs 2(c) and 3(a) as if your record-keeping is paperless;
 - Paperless.* You agree to use Online Banking, Telephone Banking and/or CIBC automated bank machines at least once every 30 days in order to examine all Account entries and balances.
3. **You agree to notify CIBC.** If you believe that there are errors, omissions or irregularities in your Account entries or balances, you agree to notify CIBC, in writing, as follows:
- Bankbook or Paperless Record-keeping.* Within 60 days after the date on which the entry was, or should have been, posted to your Account according to CIBC's records (that date may be different from the day printed in your bankbook or indicated when you review Account entries through Online Banking, Telephone Banking and/or CIBC automated bank machines), even if you have failed to update your bankbook or use Online Banking, Telephone Banking and/or CIBC automated bank machines to review Account entries as required by paragraph 2(a) or 2(c) above; and
 - Statement.* Within 30 days after the date on which the statement was mailed or otherwise sent to you. CIBC's records will be conclusive evidence of the date that CIBC mailed or sent you your Account statement.
4. **Failure to notify CIBC.** If you do not notify CIBC of an error, omission or irregularity in writing and within the time period required by paragraph 3 above, then it will be finally and conclusively settled between CIBC and you that:
- all entries and balances are correct;
 - all Instruments paid from the Account are genuine, duly authorized and properly signed;
 - all amounts charged to your Account are properly chargeable to you;
 - you are not entitled to be credited with any amount that is not shown in the bankbook or statement; and
 - you release CIBC from all claims in connection with the Account.

You will be bound by paragraphs 2, 3 and 4 of this Agreement even if your statement is delayed or never received for any reason (e.g. because it is lost in the mail or in transmission) or, if you select bankbook or paperless record-keeping, you do not update your bankbook or use Online Banking, Telephone Banking and/or CIBC automated bank machines to review your Account entries and balances at least once every 30 days.

Personal Account Agreement

5. **Use of Account.** Unless otherwise permitted by CIBC, you agree that your Account is to be used as a personal account only and not for business or non-personal purposes.
6. **Instructions.** You understand that CIBC, in its sole discretion, may act upon any written instructions or other information relating to your Account or dealings that is provided by ordinary mail or other delivery method approved by CIBC for use by you. If you choose to send instructions or notice to CIBC through ordinary mail, it must be sent to the Branch of Account unless CIBC agrees otherwise. Instructions or other information received by mail or other delivery method will be considered to have been received by CIBC only when it is brought to the attention of the officer at the Branch of Account to whom it is addressed. Instructions or information not addressed to any particular person will be considered to be addressed to the Manager.
7. **Dormant Accounts.** If your record-keeping is by monthly statements and there have been no deposits, withdrawals or cheques in your Account for six months, in the case of non-interest bearing Accounts, or twelve months, for all other Accounts, your record-keeping will be automatically changed to quarterly statements. Statements will not be sent to you if there are no entries posted to the Account in respect of transactions, interest, or service fees or other charges since either the date your Account was opened or the date of the last statement sent to you. You may request a change to your record-keeping by contacting CIBC. CIBC is entitled to close your Account if there have been no deposits, withdrawals or cheques for six months and the Account has a nil balance.
8. **Report of Loss/Theft.** You agree to maintain your bankbook, CIBC Bank Card, and cheques safely at all times and to take reasonable precautions to protect them. You must notify CIBC as soon as possible (but no later than 24 hours) after learning or suspecting that your bankbook, CIBC Bank Card or any cheques have been lost or stolen, or if there are other circumstances from which one might reasonably infer that a fraud may occur in connection with the Account. Subject to any other agreement you may have with CIBC, CIBC will not be liable for any improper withdrawal from the Account or other loss if you have not given CIBC notice as required by this paragraph 8, or if your estate has not given the Branch of Account immediate notice of your death.
9. **Liability for forgeries, etc.** CIBC will not under any circumstances be liable to you for any loss, even if CIBC is notified within the time period required by paragraph 3 above, arising from any of the following:
 - a) a forged or unauthorized endorsement on, or any alteration of, an Instrument drawn on your Account (unless CIBC negotiated the Instrument), and
 - b) a forged or unauthorized signature upon an Instrument, unless you prove that you took all reasonable steps to prevent the forged or unauthorized signature and the resulting loss, and that despite that fact, the loss was unavoidable.
10. **Money owing to CIBC.** You authorize CIBC to charge its standard account service fees to your Account. (The fees are set out in the Disclosure Documentation, which will be revised or replaced from time to time).
11. **Deposits.** You agree not to make any deposits into a wallet or night depository unless you have executed a separate wallet or night depository agreement with CIBC.
12. **Interest Information.** Interest is paid on interest-bearing Accounts at rates that vary from time to time. You acknowledge that, from time to time, CIBC may change interest rates and the method by which interest is calculated. If you have an interest-bearing Account, CIBC will advise you of the interest rate(s) and any changes to how interest is calculated by posting the new rate(s) and any interest calculation changes in all of CIBC's branches. You acknowledge that you may not receive interest on an interest-bearing Account if your balance falls below a certain level designated by CIBC or if the interest rate payable on such Account is zero percent.
13. **Overdrafts.** CIBC may, if it wishes, allow an overdraft to arise in your Account for any reason (including as a result of withdrawals, paying cheques, the charging of service fees, or otherwise). If CIBC does allow your Account to become overdrawn, then you must pay the amount by which your Account is overdrawn immediately. You authorize CIBC to charge to your Account an Overdraft Fee of \$5.00 in respect of the overdraft, plus interest on the overdraft amount at the rate and in the manner specified in the Disclosure Documentation, as revised from time to time. CIBC is entitled to change this Overdraft Fee for any reason at any time, without your permission. Any change will apply to any amounts owing under this paragraph 13 (the "indebtedness") existing on the date the change is effective and to indebtedness arising after that date. Changes to the interest rate or how interest is calculated and changes to the Overdraft Fee are effective when notice of the change is posted at CIBC branches or is mailed or sent to you or on any date set out in the notice. If you do not repay the Indebtedness as required, you agree that CIBC may, without notice and at its sole discretion, convert your indebtedness to a demand loan, payable by you on the terms and conditions CIBC will provide. This conversion will take effect immediately and you hereby waive any right you may have to receive prior notice of the conversion. You acknowledge that CIBC will, upon conversion of your indebtedness to a loan, report your default to credit bureaus as a fully delinquent loan. CIBC may, in its sole discretion, close your Account, direct a third party to collect all indebtedness you owe to CIBC and/or assign your indebtedness to a third party for collection. If you have applied and have been approved for the CIBC Overdraft Protection Service for your Account, this paragraph 13 is subject to the CIBC Overdraft Protection Addendum.
14. **Joint Accounts.** If more than one accountholder signs the Signature Card, then this is a joint Account, and the following terms also apply:
 - a) **Notices/Statements.** CIBC need not send Account notices or statements to all joint accountholders. Notices and statements will be effective and binding on all of you when they are provided to any one of the joint accountholders at the Branch of Account, or sent by mail or electronic means to any one of the joint accountholders at his/her most recent address provided to CIBC. Notices will also be effective and binding on all of you when posted in CIBC branches, displayed on or near CIBC bank machines or posted on www.cibc.com. Any one of the joint accountholders may consent to receiving notices and statements by electronic means and such consent will be binding on all joint accountholders.
 - b) **Joint and Separate Liability.** Each accountholder is individually liable, and all accountholders are jointly liable (or in Quebec, solidarily liable), to pay CIBC any amounts that any of you may owe in respect of the Account.
 - c) **Communications/Instructions.** You authorize CIBC to communicate with any one joint accountholder in respect of matters relating to the joint Account. If you indicated on the Signature Card, or otherwise in writing, that any joint accountholder can deal with CIBC, then any joint accountholder may provide any instructions to CIBC regarding the operation of the joint Account including, but not limited to, transferring the joint Account from the Branch of Account to another CIBC branch or changing the joint Account address in the Branch of Account's records.
 - d) **Sharing Information.** You acknowledge that each joint accountholder may be provided Account information including transactions and Account related information of other joint accountholders. This includes information about the Account prior to it becoming a joint Account.
 - e) **Debits.** (This paragraph 14(e) does not apply if the Signature Card indicates that all of you must sign cheques, receipts, other vouchers or payment Instruments.) CIBC may accept as a valid discharge any cheque, receipt, other voucher or payment Instrument which is signed by any of the joint accountholders specified on the Signature Card. CIBC has no obligation to obtain signatures or consents from all of you.
 - f) **Electronic and Other Debits.** If you indicated on the Signature Card, or otherwise in writing, that debits can be made by one joint accountholder, then any joint accountholder may debit the joint Account by any means which CIBC may permit from time to time (including electronically, orally, by

Personal Account Agreement

telephone, or otherwise). Each joint accountholder is responsible for any unauthorized debit which may occur by any of these means, to the extent provided in any agreement governing that method of debit.

- g) *Deposits*. Each joint accountholder authorizes CIBC to deposit to the Account all Instruments which are payable to, or for the credit or account of, any one or more joint accountholder(s), even if they are not endorsed by any joint accountholder.
 - h) *Joint Tenancy*. (This paragraph will not apply if a joint accountholder is domiciled in Quebec at the time of his/her death.) All money which is now or may later be credited to the Account (including all interest) is the joint property of all of you with the "right of survivorship". That means that if one of the joint accountholders dies, all money in the Account automatically becomes the property of the other accountholder(s). In order to make this legally effective, all of you assign such money to the other accountholder (or to the others jointly if there is more than two accountholders). After your death, CIBC will only have obligations with respect to the Account to the surviving accountholder(s), and anyone else making a claim against the Account after your death must deal with the surviving accountholder(s).
 - i) *Incompetency/Capacity*. If one joint accountholder is declared mentally incompetent or incapable of managing his/her affairs, all of you consent that the legally appointed representative of the incapacitated joint accountholder has the same right of access to the joint Account as did the incapacitated joint accountholder. CIBC may rely on a legally appointed representative who is acting for any one joint accountholder.
15. **Set-off debts against Accounts.** CIBC may apply a credit (positive) balance in any of your Accounts against any debt or liability any of you may owe to CIBC or any affiliate of CIBC no matter how long it has been owed. CIBC may do so in any manner it considers necessary without first giving you notice and regardless of whether the Accounts are individual or joint Accounts. 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 CIBC may have at law or in equity in respect to set-off or consolidation of accounts.
16. **CIBC's right to freeze or close your Account.** CIBC may freeze or close your Account without notice if required by law or if at any time CIBC has reasonable grounds to believe that you did or may commit fraud, use the Account for any unlawful or improper purpose, cause a loss to CIBC, operate the Account in a manner unsatisfactory to CIBC or contrary to CIBC policies, or violate the terms of any agreement applicable to the Account or any account-related service. CIBC may also freeze or close your Account if you are a victim of fraud or identity theft in order to prevent future losses.
17. **Legal representatives.** CIBC may accept and act in accordance with instructions from your legal representative (for example, by way of power of attorney or if deceased, your estate representative), if such legal representative demonstrates legal authority to act on your behalf to CIBC's satisfaction, which may include requiring a court order to prove such authority.
18. **Third party demands.** CIBC will comply with any lawful third party demands that it receives in respect of your Account without notice to you. You agree that if CIBC complies with a third party demand, it may charge its reasonable costs to do so against your Account, as disclosed in the Disclosure Documentation.
19. **Instruments.**
 - a) *Unpaid Instruments*. You agree that a waiting period or "hold" as disclosed in CIBC's hold policy from time to time will be placed on the amount of Instruments deposited or transferred to your Account before you are able to withdraw the funds. CIBC may, however, in its sole discretion, establish an access to deposited funds limit for your Account which is the portion of your deposit to which you may have immediate access during the hold period. CIBC may change or cancel this limit at anytime and without notice to you. Instruments may be returned unpaid for any reason, either during or after the expiry of the applicable hold period, or after release by CIBC of the hold. You will be solely responsible for returned Instruments and CIBC has the right to charge the amount of any returned Instrument to the Account. In that case, CIBC may attempt on your behalf to obtain payment for the Instrument from the drawer of the Instrument or the drawer's financial institution, but CIBC will not be liable for doing so late or improperly or not doing so at all.
 - b) *Processing and returns*. You waive presentment, protest and notice of dishonour on every Instrument received by CIBC in any way for discount, deposit, collection or acceptance on your Account. You will be liable to CIBC for any Instrument received for your Account as if it was presented, protested and given notice of dishonour in the usual way. CIBC, in its discretion, may note or protest any such Instrument for any reason at your expense. CIBC will not, however, be liable to you for any failure or omission to note or protest any such Instrument.
 - c) *Outstanding Instruments*. You will continue to be liable for Instruments drawn on or deposited to the Account which are outstanding and have not been cleared even after the Account has been closed.
20. **Limitation of liability.** You understand and agree that, except as otherwise provided in this Agreement, CIBC will be liable to you only for direct damages resulting from gross negligence, fraud or willful misconduct of CIBC arising directly from the performance of CIBC of its obligations under this Agreement and CIBC will not be liable to you for any other direct damages. In addition, CIBC will not under any circumstances be liable to you for any other damages, including, without limitation, indirect, incidental, special, punitive or consequential losses or damages, loss of profits, loss of revenue, loss of business opportunities, or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this Agreement or the services provided to you, even if CIBC was advised of the possibility of damages or was negligent. These limitations apply to any act or omission of CIBC, its affiliates, agents or suppliers, whether or not the act or omission would otherwise give rise to a cause of action in contract, tort, statute or any other doctrine of law. Gross negligence in this paragraph means conduct (whether through action or inaction, or through words or silence) which is (i) a marked and flagrant departure from the conduct ordinarily expected of a reasonable and prudent person in the position of CIBC, or (ii) so wanton and reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences.

Personal Account Agreement

21. **Foreign currency transactions.** CIBC may, in its discretion, permit transactions in a currency different from that of your Account. The foreign currency will be converted to the currency of your Account at the exchange rate determined by CIBC on a date determined by CIBC, which date may be different from the date you performed the transaction. You agree that foreign currency Instruments deposited to your Account and returned to CIBC unpaid for any reason will be converted to the currency of the account based on a foreign currency exchange sell rate determined by CIBC on a date determined by CIBC and the converted amount will be charged back to your Account. CIBC is not responsible for any losses you may incur due to changes in foreign currency exchange rates or the unavailability of funds due to foreign currency restrictions. You agree that any claims CIBC may have against you, and any service or other charges related to your Account, can be deducted from your Account in the same currency as your Account.
22. **Non-residents.** You will advise CIBC if you cease to be a Canadian resident, and agree to immediately pay to CIBC all amounts which you may owe under this Agreement, free and clear of all applicable taxes and withholdings
23. **Dealings with other branches.** If you wish to perform Account transactions at a CIBC branch other than the Branch of Account, you agree to comply with CIBC's requirements in that regard. CIBC may charge to the Account the amount of any Instrument drawn on the Account, as soon as it is negotiated or deposited at any CIBC branch or agency. CIBC may pay the Instrument even if it is not physically delivered to or presented at the address of the CIBC branch shown on the front of the Instrument.
24. **Conversion accounts.** If the Account has the same account number as an account that you previously opened (the "Old Account") and you have closed the Old Account, you instruct CIBC to transfer to this Account all agreements, orders, directions and authorizations relating to the Old Account. If any agreement governing the Old Account conflicts with this Agreement, the terms of this Agreement will apply.
25. **Existing CIBC Investor's Rate Accounts.** If you have a CIBC Investor's Rate Account[®], you understand that principal and interest owing to you in respect of that Account are owed by CIBC Trust Corporation and guaranteed by CIBC, and that CIBC is CIBC Trust Corporation's agent for administering that Account.
26. **Special Account Services and Loyalty Programs.**
 - a) *Services and Benefits.* We may make special services or benefits available to you including insurance coverage, loyalty programs and memberships. Some of these services and benefits may be features of your Account while others must be enrolled in or purchased separately by you. Account services and benefits are subject to additional terms and conditions which may change from time to time, and these Account services and benefits may be cancelled at our discretion without notice to you. Certain services and benefits may be supplied by third parties; we are not liable for any services or benefits not directly supplied by us. You must deal directly with the supplier of services or benefits in respect of any dispute.
 - b) *Loyalty Programs.* If your Account allows you to earn loyalty rewards from a loyalty program operated by a Loyalty Program Operator, you acknowledge the following:
 - i) if you already have a loyalty program account with the Loyalty Program Operator, it is your responsibility to provide us with the correct loyalty program account number. If you do not provide a loyalty program account number, or if the number provided does not match any existing account, the Loyalty Program Operator will open a loyalty program account in your name; (or, if your Account is joint, in the name of one accountholder selected by the Loyalty Program Operator in its sole discretion);
 - ii) enrolment is not automatic by virtue of having another CIBC product on which loyalty rewards may be earned;
 - iii) loyalty rewards will only be awarded to the loyalty program account designated by or opened for you;
 - iv) for joint accounts, loyalty rewards are credited only to one accountholder;
 - v) if the Loyalty Program Operator is not CIBC, then the Loyalty Program Operator is not our agent and we are not responsible for the loyalty program or its administration, including the ability or inability to redeem loyalty rewards;
 - vi) the rules of the loyalty program may be changed or the loyalty program may be terminated at any time;
 - vii) if the Loyalty Program Operator is not CIBC, then the Loyalty Program Operator is not responsible for your Account or its administration; and
 - viii) the arrangement we have with any third party Loyalty Program Operator may be changed or terminated at any time without notice.
 - c) *Adjustment of Loyalty Rewards.* If your Account has a loyalty reward program, loyalty rewards may not be awarded if your Account is not open and in Good Standing. We are entitled to, as applicable, remove or direct the removal of loyalty rewards from your loyalty program account at any time and without notice to you with respect to loyalty rewards which you did not earn or which were otherwise awarded in error. Loyalty rewards have no cash value and will be adjusted for any purchase refunds and reversals, if applicable.
 - d) *New Accounts.* If your Account is changed to another type of Account, you will cease to earn loyalty rewards (if any) associated with your old Account. Your ability to earn loyalty rewards associated with the new Account type will be subject to the terms and conditions of the loyalty program associated with that new type of Account.
 - e) *Sharing of Personal Information.* If the Loyalty Program Operator is not CIBC, you agree that CIBC may share personal information with the Loyalty Program Operator in order for it to open a loyalty program account (if applicable), award loyalty rewards and otherwise administer the loyalty program.

Personal Account Agreement

27. **Digital or electronic representations.** You acknowledge that digital or electronic representations of Instruments, or the relevant information from the Instrument, may be made or captured and used by financial institutions involved in the exchange and clearing of payments in Canada and elsewhere, in which case the original paper item may be destroyed and not returned to you. CIBC is entitled to act upon such a representation or information for all purposes as if it were the original paper item. You acknowledge that CIBC and other financial institutions may reject any Instrument that does not comply in all respects with all applicable by-laws, regulations, rules and standards of the Canadian Payments Association.
28. **Changes to this Agreement.** CIBC may change any of the terms of this Agreement at any time with or without prior notice unless advance notice is required by law. CIBC may tell you about those changes by sending you a notice (written or electronic), posting a notice in CIBC branches, displaying a notice on or near CIBC bank machines or by posting a notice on www.cibc.com. We will send any written notice to the most recent address provided to CIBC. If we make a change to this Agreement that is non-material or to your benefit, we will notify you by posting a notice on www.cibc.com where you can always locate the most up to date version of this Agreement. You can obtain a copy of the current Agreement at any CIBC branch, by calling CIBC Telephone Banking, or by visiting cibc.com.
29. **Paperless Record-keeping.** If your record-keeping is paperless, you agree that CIBC may, at its option, provide you with notice of any new or increased account service fee in writing (which may be provided by electronic means, including posting a notice on Online Banking) at least 30 days before the effective date of the increase or new account service fee, or by posting a notice at CIBC branches for a period of not less than 60 days immediately before the effective date of the increase or new account service fee.
30. **Governing law.** This Agreement shall be governed by and construed in accordance with the laws where the Branch of Account is located and the laws of Canada.
31. **No waiver of CIBC's rights.** If CIBC fails to exercise any of its rights under this Agreement or if CIBC delays exercising any of its rights under this Agreement, this will not be a waiver of CIBC's rights and will not prevent CIBC from exercising these rights again in the future.
32. **Choice of Language.** The parties have expressly requested that this Agreement and any related documented be drafted in English. *Les parties ont expressément exigé que cette Entente et tout document qui s'y rattache, soient rédigés en anglais.*

Personal Information

You consent to the collection, use and sharing of your personal information as described in CIBC's privacy policy Your Privacy is Protected. This includes collecting, during the course of your relationship with Canadian Imperial Bank of Commerce ("CIBC", "we" or "us"), information about you from, and sharing it with, the CIBC Group, credit bureaus, government institutions or registries, regulators and self-regulatory organizations, other financial institutions, any references you give us, and other such parties as may reasonably be required for the purposes of: (i) identifying you; (ii) qualifying you for products and services; (iii) verifying information you give us; (iv) protecting you and CIBC from fraud and errors; (v) facilitating tax and other reporting; (vi) complying with legal, regulatory and self-regulatory obligations; or (vii) telling you about other products and services of the CIBC Group. If you wish to withdraw your consent to (vii) you may contact CIBC at 1 800 465-CIBC (2422) at any time. You will not be refused products or services just because you withdraw your consent to the use of your information for marketing purposes.

CIBC's privacy policy is available at any branch or www.cibc.com. This policy may be amended, replaced or supplemented from time to time. The CIBC Group includes CIBC and its Canadian affiliates that offer deposits, loans, mutual funds, securities trading, portfolio management, investment counseling, mortgages, credit cards, trust services, insurance, and other products and services.

If you provide us with your Social Insurance Number (SIN) we may share it with a credit bureau as an aid to identify you as this is the best way to make sure the information accurately refers to you. However, this is completely voluntary and if you choose not to give provide your SIN, this by itself will not prevent you from qualifying for products and services.

Notice Re: Credit Bureau

CIBC may have obtained a credit report on you in connection with your application from Equifax Canada or Trans Union of Canada Inc. If you wish to review your credit bureau file, contact Equifax Canada, Consumer Relations Department, P.O. Box 190, Station Jean Talon, Montreal, Quebec H1S 2Z2, 1 800 465-7166 and/or Trans Union of Canada Inc., Consumer Relations Centre, P.O. Box 338 LCD1, Hamilton, Ontario L8L 7W2, 1 877 713-3393 (Quebec) or 1 800 663-9980 (all other provinces).

CIBC Overdraft Protection Service Addendum

1. **Basic terms and definitions.** This Addendum is part of the CIBC Personal Account Agreement that applies to you, and is not a separate agreement. This Addendum will remain in effect until it is terminated by either you or CIBC in accordance with paragraph 10 below.

If CIBC approves you for the Service, you will be bound by this Addendum for each Account for which the Service is approved by CIBC from time to time and you may use the Service for each approved Account as follows:

- a) if you apply for the Service in person at a CIBC branch, you can use the Service immediately if and when CIBC approves the Service for your Account; or
- b) if you apply for the Service online or through telephone banking, you can use the Service 48 hours after you apply if and when CIBC approves your Account for the Service.

If more than one person is approved for the Service, then each person is individually liable (severally), and all such persons are jointly liable (in Quebec, all such persons are solidarily liable), for the payment of indebtedness and the performance of all other obligations required of you under this Addendum.

Unless the context requires otherwise, words appearing in this Addendum in the singular number will include the plural number, and vice versa. The following words and phrases have a special meaning:

"*Account Withdrawal*" means a debit to an Account by any means permitted by CIBC from time to time, including but not limited to, withdrawals in-branch or by bank machine; transfers between accounts (e.g. in-branch, through Telephone Banking or Online Banking or by bank machine); pre-authorized debits/payments and cheques; debit payments; bill payments from an Account (e.g. in-branch, through Telephone Banking or Online Banking or by bank machine); and fees.

"*Account*" means each account at CIBC or a CIBC affiliate for which you are approved for the Service by CIBC from time to time;

"*Addendum*" means this CIBC Overdraft Protection Service Addendum, which is part of the CIBC Personal Account Agreement that applies to you;

"*Business Day*" means a day from Monday to Friday, on which CIBC branches are open for business in your province of residence;

"*CIBC*" means Canadian Imperial Bank of Commerce;

"*CIBC Overdraft Protection Service*" or the "*Service*" means this overdraft protection service;

"*Indebtedness*" means the total amount overdrawn at any point in time in all Accounts, including, but not restricted to, the amount you have drawn on each Account, accruing interest on that amount, and interest and fees debited to the Account to the extent such draws, interest and fees create or increase an overdraft in the Account;

"*Online Banking*" means the CIBC banking services available by Internet;

"*Overdraft Limit*" means the overdraft limit approved by CIBC for each Account, but if you have the Service on more than one Account, it means the overdraft limit approved by CIBC for each separate Account as well as the single total overdraft limit approved by CIBC for all your Accounts collectively.

"*Telephone Banking*" means the CIBC banking services available by telephone; and

"*You*" and "*your*" refer to each person who applies for the Service by signing the attached application (the "*Application*");

2. **Creation of overdrafts.** You are entitled to overdraw your Account from time to time in accordance with the terms of this Addendum. A joint Account may be overdrawn by the accountholder(s) specified on the Application.
3. **Repayment of Indebtedness.** You will pay all Indebtedness on demand by CIBC. At least once every 90 days, you must make deposits sufficient to bring your Account into a positive balance for at least one full Business Day. The date on which you are required to bring your Account into a positive balance is identified on your statement as the "Overdraft balance due by". Deposits to your Account are treated as repayments of Indebtedness. You can use the Service to pay off other debts, but you cannot move your debts around (whether with CIBC or loans you may have from another lender). You will not use the Service to repay Indebtedness. In other words, you will not attempt to satisfy your obligation to repay Indebtedness by taking an Account Withdrawal on one Account and transferring the amount withdrawn into another Account.
4. **Interest and fees.**
 - a) *CIBC provides two overdraft fee options**:
 - i. **Monthly Fixed Fee.** A fixed fee of \$4.00 that is applied to the Account at month end regardless of utilization of the overdraft; or
 - ii. **Pay Per Use Fee.** A \$5.00 fee that is applied to the Account for any business day in which an overdraft is created or increased. There is no charge unless you use the Service.

*Overdraft fees are charged to your Account if your Account is overdrawn for any reason (including as a result of withdrawals, paying cheques, the charging of service fees, or otherwise). You should select the overdraft fee option that best suits your needs. In addition, you have the ability to change the overdraft fee option at anytime, through your CIBC Branch, Telephone Banking or CIBC Online Banking. The overdraft fee option you select will take effect as of the following business day. Overdraft fees for the month in which a change is requested by you will be applied based on the greater of, any Pay Per Use fees or the Monthly Fixed Fee for that month. All fees relating to the Service are for the availability of the Service for each year commencing with the date that the Service begins. CIBC shall charge fees to the extent permitted by law.

- b) **Interest.** For each calendar month in which an Account is overdrawn, you will pay CIBC interest on the Indebtedness, currently 21% per year. Interest will be calculated and debited monthly to the Account to which it relates, based on the final daily indebtedness in the Account throughout the calendar month. The rate of interest you will pay is the nominal annual interest rate set by CIBC from time to time in accordance with paragraph 7. Interest at the rate set by CIBC will apply both before and after the indebtedness becomes payable, before and after this Addendum is terminated, and before and after judgment is obtained against you. Even in a leap year, interest will be calculated by multiplying the then-outstanding principal amount by the current interest rate in effect at the applicable time, dividing the total amount by 365 and multiplying the result by the number of days in the payment period during which the amount is outstanding.
- c) **Over Limit Fee.** If CIBC chooses to process a debit which results in your exceeding your Overdraft Limit (based on end of day balances), you will pay CIBC an over limit fee of \$5.00 plus interest on the Indebtedness, currently 21% per year, calculated in accordance with paragraph 4(b). This charge is in addition to the fees you pay under paragraph 4(a). We will only charge you amounts under this Addendum that are permissible by law.
- d) **Other Charges.** You authorize CIBC to debit to any Account CIBC's standard charge for processing your Application and any other fees established by CIBC from time to time, after CIBC notifies you in accordance with paragraph 7.

CIBC Overdraft Protection Service Addendum

5. **Overdraft limit.** CIBC has set an Overdraft Limit for your Account (or each Account, if the Service applies to more than one Account). You will not make an Account Withdrawal which would cause your Overdraft Limit to be exceeded. CIBC has absolutely no obligation to pay an Account Withdrawal that would cause your Indebtedness to exceed your Overdraft Limit or to be further exceeded, if CIBC has allowed the Overdraft Limit to be exceeded already; CIBC may, if it so decides, simply return the Account Withdrawal unpaid. If CIBC should choose to allow one or more such Account Withdrawals, it has no obligation to do so again, at any time in the future. Should CIBC choose to allow the Indebtedness to exceed the Overdraft Limit, the overdraft terms in the CIBC Personal Account Agreement will apply to the portion of the Indebtedness that exceeds the Overdraft Limit. In other words, the fees that apply when there is no Service will apply to the Account Withdrawals that exceed the Overdraft Limit; interest at the interest rate that applies when there is no Service will apply on the portion of Indebtedness which exceeds the Overdraft Limit; and, you must repay that portion in accordance with the terms of the CIBC Personal Account Agreement.
6. **Breach and termination of Agreement.** CIBC may, in its discretion, suspend your access to the Service or terminate this Agreement without notice to you and refuse to pay any more Account Withdrawals, including Account Withdrawals you made/issued/authorized before the Agreement is terminated. CIBC may take this action if you fail to comply with the terms of this Agreement or for any other reason, in CIBC's sole discretion. If this Agreement is terminated, CIBC will give you notice of such termination and you must immediately repay all Indebtedness to CIBC, without demand. If you do not repay the Indebtedness as required under this Agreement or any other amount you owe CIBC when it is due (whether owed under this Agreement or some other agreement you have with CIBC), you agree that CIBC may, without notice and at its sole discretion, convert your Indebtedness to a demand loan, payable by you on the terms and conditions CIBC will provide. Upon conversion of your Indebtedness to a loan, CIBC will immediately cancel the Service. This conversion will take effect immediately and you hereby waive any right you may have to receive prior notice of the conversion. You acknowledge that CIBC will, upon conversion of your Indebtedness to a loan, report your default to credit bureaus as a fully delinquent loan. CIBC may, in its sole discretion, direct a third party to collect all Indebtedness you owe to CIBC or assign your Indebtedness to a third party for collection.
7. **Changes to this Agreement, the interest rate or fees.** CIBC is entitled to change the Agreement or the Service, including changing your Overdraft Limit, the interest rate and the fees which apply to the service for any reason at any time, in its sole discretion. Any change will apply to Indebtedness existing on the date the change is effective and to Indebtedness arising after that date. Changes to your Overdraft Limit are effective when notice is mailed or sent to you or on any date set out in the notice.

Changes to Fees will be posted at CIBC branches or mailed or sent to you at least thirty days before the change is effective. All other changes to this Agreement or the Service (including changes to the interest rate) are effective when notice of the change is posted at CIBC branches, is mailed or sent to you, or on any date set out in the notice.

All notices which are mailed to you will be mailed to your address on the Application or any other address CIBC has in connection with any Account. If more than one accountholder signs the Application, then you authorize CIBC to mail or send the notice to only one accountholder.

8. **Non-residents.** You will advise CIBC if you cease to be a Canadian resident. CIBC may then, in its sole discretion, immediately terminate this Agreement and require you to pay CIBC all amounts which you may owe under this Agreement, free and clear of all applicable taxes and withholdings.
9. **Miscellaneous.** Your obligations in sections 3, 4, 5, 6 and 7 will survive (continue to be in effect after) the termination of this Agreement. If any term of the CIBC Personal Account Agreement conflicts with a term in this Agreement, the term in this Agreement applies to the extent necessary to resolve the conflict. This Agreement shall be governed by and construed in accordance with the laws where the applicable CIBC branch/centre is located and the laws of Canada.
10. **Cancellation of Service.** You may cancel the Service only after you fully repay all Indebtedness owing to CIBC plus any charges (including interest) that have arisen to that time but have not been delivered to your Account. Please call 1-800-465-2422 to request cancellation. Once CIBC processes your cancellation request, you will no longer be able to use the Service, but you remain bound by the Personal Account Agreement in respect of your Account(s). Cancellation of your Service will be effective as of the earlier of: (i) the last day of the billing cycle; or (ii) 30 days after the notice of cancellation is received by CIBC. Once cancellation of your Service is effective, CIBC will refund or credit your Account for the amount of any charges you have paid for any part of the Service that is unused, if any, as of the day the cancellation takes effect to be calculated as follows:

$A \times (B-C) / B$

Where

A is the amount of the charges;

B is the period between imposition of the charges and the time when the services were, before the cancellation, scheduled to the end; and

C is the period between the imposition of the charges and the cancellation.

You agree to be bound by the above CIBC Overdraft Protection Service Addendum (signature only required for Quebec residents).

Date

Applicant's Signature

Joint Applicant's Signature



Consent to Electronic Delivery of Documents (Bank Accounts)

These terms and conditions apply to the electronic delivery of Documents to you relating to your CIBC Bank Account(s).

1. **Definitions** (all capitalized words not otherwise defined herein have the meaning set out in the Agreement):

"Agreement" means the Personal Account Agreement between you and CIBC that governs your Account, as may be amended from time to time.

"Account" means each bank account you already have, as well as each account you asked CIBC to open for you when you signed the Signature Card or, if you signed a Signature Card in order to be added as a joint accountholder of an existing account or accounts, each such Account.

"CIBC", "we", "us" and "our" mean Canadian Imperial Bank of Commerce.

"Consent" means this Consent to the Electronic Delivery of Documents.

"Disclosure Documentation" means the Account fees disclosure documentation and, if the Account is an interest-bearing Account, the interest disclosure documentation you received when you opened the Account or made any changes to the Account, including being added as a joint accountholder.

"Documents" has the meaning in section 2 below.

"Electronic Access Agreement" means the agreement governing your use of Online Banking, as may be amended from time to time, and which you can view by selecting the "Legal" link at the bottom of most CIBC Online Banking pages.

"eStatements" means monthly Account statements made available to you through Online Banking.

"Message Centre" means the Online Banking message centre.

"Non-Secure Alert" and "Secure Alert" have the meanings in section 10 below.

"Notice of Change" means a Document other than an eStatement.

"Online Banking" has the meaning set out in the Electronic Access Agreement.

"Telephone Banking" means the CIBC banking services available by telephone.

"You" and "your" means each person who enrolls in this electronic delivery service for Documents.

2. **Consent and When It Takes Effect.** You consent to the electronic delivery of these documents and other information ("Documents") through Online Banking:

- a) eStatements;
- b) changes to your Agreement;
- c) changes to your CIBC Overdraft Protection Service Agreement (if applicable);
- d) changes to any interest rate(s), fee(s), and any other items mentioned in the Disclosure Documentation we provide to you for your Account(s);
- e) communications about these terms and conditions including changes and confirmations; and
- f) any other confirmation, notice or information that we are required by law or otherwise to provide you in writing relating to your Account.

This Consent applies to the Account(s) you select. This Consent takes effect immediately, although depending on your Account statement date and record-keeping option, you may continue to receive Account statements or Notices of Change by mail for some time.

3. **Joint Accounts.** If this is a joint Account, you represent and confirm to CIBC that you have the approval and authority of your joint accountholder(s) to enter into this Consent on their behalf. You agree that you will make your joint accountholder(s) aware of the terms and conditions of this Consent, including the ability to revoke this Consent to have Documents delivered to you electronically.

4. **Verbal Consent.** If you verbally consent to be sent Documents electronically, we will confirm your consent by sending you these terms and conditions through electronic or paper delivery. If you do not agree to these terms and conditions, you must immediately revoke your consent by changing your record-keeping option from eStatements as provided under "Revoking Consent" (see section 9 below).

5. **Electronic Delivery of Documents and Length of Time Available.** When we deliver a Document electronically, we will do so by making it available to you through Online Banking. We will usually post a notification message to the Message Centre to notify you that a Notice of Change is available. In other cases, we may present a Document to you as part of an Online Banking transaction or selection.

You must open and review Notices of Change which will contain important information about your Account, including fee changes. Notices of Change may be limited to links or information in Message Centre notifications. Message Centre notifications are accessible for 13 calendar months after they are posted, unless you delete them. eStatements are accessible for 7 years after they are posted in Online Banking. Documents presented to you as part of an Online Banking transaction or selection will be available only at the time they are presented; you will be instructed to print or save a copy for your records.

In addition to Message Centre notifications, you may choose to be sent or given Non-Secure Alerts (see section 10 below) to notify you when Documents (other than eStatements) are available.

You are responsible for printing or saving a copy of Documents for your records.

Consent to Electronic Delivery of Documents (Bank Accounts)

6. **Your Obligations to Access Online Banking and View Documents.** *You agree to access Online Banking at least once every 30 days to review Documents.* You confirm that you have the necessary technical ability and resources to do this. You acknowledge that technical and security requirements for access to Online Banking may change from time to time. If you are unable to access Online Banking to meet your obligations under this section for any reason, you should revoke your consent by changing your record-keeping option from eStatements as provided under "Revoking Consent" (see section 9 below).
7. **Record-keeping.** For the purposes of sections 2 and 3 of the Agreement, eStatements shall be deemed to be "paperless record-keeping". You acknowledge and agree to use Online Banking, Telephone Banking and/or CIBC automated bank machines at least once every 30 days to examine Account entries and balances and to notify CIBC in writing if you believe that there are errors, omissions or irregularities in your Account entries or balances within 60 days after the date on which the entry was, or should have been posted to your Account. If you have chosen eStatements as your record-keeping option and do not register or do not remain registered for Online Banking, you will not receive an Account statement and any notices we are required to provide you by law will be provided by means of a notice that is displayed at CIBC branches or CIBC automated bank machines.
8. **Providing Documents by Paper.** We reserve the right to provide you Documents by paper delivery at our option or if we have reason to believe you may not have received the Document. Any paper delivery will be provided to you at the most current Account statement mailing address that we have on file for your Account.
9. **Revoking Consent.** You or any joint accountholder may revoke your consent to have Documents delivered to you electronically by changing your record-keeping option from eStatements at any time in Online Banking, by calling CIBC Telephone Banking at 1 800 465-CIBC (2422) or at any CIBC branch. If you or any joint accountholder change your record-keeping option from eStatements to another record-keeping option, you will no longer have Documents delivered to you electronically.

We will confirm that we have received your revocation made through CIBC Telephone Banking or at a CIBC branch and specify when it takes effect in writing through electronic or paper delivery.

10. **Alerts.** The Message Centre permits you to obtain automated alert messages. Alert messages will be sent either securely within the Message Centre (a "Secure Alert") and by regular e-mail, text message or another non-secure method (a "Non-Secure Alert"). We may add new alerts from time to time, without prior notice to you, or discontinue old alerts by posting a notice 30 days in advance on cbc.com. We may include specific, confidential personal information in both Secure Alerts and Non-Secure Alerts.
11. **Non-Secure Alerts.** Before you choose to be sent these alerts, you should understand how they will be sent to you. This information is available when you register for these alerts. Due to their nature, Non-Secure Alerts may be lost, intercepted, reviewed or altered by others.
12. **E-mail Address for Non-Secure Alerts.** These Non-Secure Alerts will be sent to the e-mail address you provide to CIBC as your primary e-mail address for Online Banking. You can change your e-mail address online through Online Banking, or Telephone Banking, and at your branch. You agree to advise us of any change to your e-mail address.
13. **SMS Phone Number for Non-Secure Alerts.** These Non-Secure Alerts will be sent to the SMS phone number you provide to CIBC. Standard messaging and data rates may apply and we will send you a text message reminder once every 30 days to allow you to opt out of receiving text message alerts. You agree to advise us of any change to your SMS phone number. You can change your SMS phone number through Online Banking, or Telephone Banking, and at your branch.
14. **Changing These Terms and Conditions.** We may change these terms and conditions from time to time by providing you with notice of the change through electronic or paper delivery. You agree that your subsequent use of Online Banking means you agree to and accept the revised terms and conditions. If you do not agree to a change, you must immediately revoke your consent by changing your record-keeping option from eStatements as provided under "Revoking Consent" (see section 9 above).
15. **Limitation of Liability.** You agree that your alerts may be delayed, not delivered or inaccurate due to a variety of factors, including technical problems. Subject to the governing law of your jurisdiction, we will not be liable for any direct or indirect damages arising out of your use or inability to use the alerts, regardless of the cause of action, including negligence, even if we are advised of the possibility of such damages. For Non-Secure Alerts, you accept the risk that the alert messages may be lost, intercepted, reviewed or altered by others.
16. **Other Agreements.** These terms and conditions apply in addition to your Agreement and Electronic Access Agreement. This includes, among other things, limitation of our liability under the Electronic Access Agreement for providing Documents delivery services through Online Banking.



Signature Card



Primary Account Holder DIANE POUGET

Secondary Account Holder

I certify that the information I have provided is correct.

Account. If I am opening an account, I agree to the Personal Account Agreement. I have received a copy of it and information about fees and (if the account is interest-bearing) interest. If I am making account changes, I continue to be bound by that Agreement, which I have received. Bank Card. If I am obtaining a bank card, I agree to the CIBC Cardholder Banking Service Agreement you have given me. It says that I must keep absolutely confidential all PINs/codes I am given or choose and must not choose a PIN/code which anyone else could easily guess (such as one based on my address, birth date or phone number). You have advised me of my daily ABM and Point of Sale (POS) access limits in writing. CIBC US\$ Account. If I am opening a US\$ Account, the Account is not insured by CDIC. PLC Account. If I am opening a PLC Account, I agree to the Personal Borrowing Agreement or CIBC Home Power Plan Agreement, which I have received. CIBC PremierService Account. If I am opening a CIBC PremierService Account, in addition to the Personal Account Agreement I also agree to the CIBC PremierService Agreement (including the Credit Card Cardholder Terms and Conditions, if applicable). If I am issued a credit card, I will not allow it or the Credit Card Account to be used by a third party, or use the credit card or account on behalf of a third party, other than an authorized user. Authorized User of Credit Card Account, only. If I am applying to be an authorized user of a Credit Card Account, but not a joint account holder on the CIBC PremierService Account, I agree to the Credit Card Cardholder Terms and Conditions only.

I acknowledge that the "Personal Information" section in the Personal Account Agreement contains my consent to the collection, use and disclosure of my personal information including, among other things, my consent to direct marketing by CIBC and sharing of this information with members of the CIBC group for marketing purposes.

Please indicate Yes or No to the following:

I consent to you obtaining a credit report about me from the credit bureau whose name and address are noted under the Personal Account Agreement and you may exchange information about me with any credit bureau from time to time in the future, as well. (not applicable if the account holder is 16 years of age or younger) Yes

Including your Social Insurance Number in this credit bureau request is the best way to make sure credit bureau information accurately refers to you. However, this is completely voluntary, and if you choose not to give us permission, this by itself will not prevent you from continuing the product application.

Primary Account Holder. I give my consent to CIBC to include my SIN in the credit bureau request. Yes

Secondary Account Holder. I give my consent to CIBC to include my SIN in the credit bureau request.

Quebec: I expressly asked that this card and all documents be in English. J'ai demandé expressément que cette carte, et tous les documents soient en anglais.

CIBC Overdraft Protection Service

(If I am obtaining CIBC Overdraft Protection Service, I agree to the CIBC Overdraft Protection Service Addendum, a copy of which I have received and reviewed.)

eStatements:

If I have selected e-Statements for record-keeping, I agree to the terms of CIBC Consent to Electronic Delivery of Documents which I have received and reviewed. This means that all account notices and disclosures may be provided to me electronically.

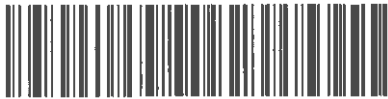
Current Interest Rate:

Account No.	Is this account being opened for the benefit of a third party?	Is CIBC Overdraft Protection Service applicable to this account?	Overdraft Limit	Overdraft Fee Option	Joint	Multi-Signature
76-14489	No				N	

Date: Sep. 10, 2014

Branch of Account: 09682

Parent/Guardian Name (please print) Primary Accountholder's Signature
 Parent/Guardian Signature Secondary Accountholder's or Authorized User's Signature





Customer Account Information For Payroll, Direct Deposit or Pre-Authorized Payment

Customer Information

Name
DIANE POUGET

Address	City	Province	Postal Code
106 LOWES SIDE RD	AMHERSTBURG	ON	N9V 1S2

Banking Information

Branch Address	City	Province	Postal Code
48 RICHMOND ST., BOX 37	AMHERSTBURG	ON	N9V 2Z2

Transit	Institution No.	Account No.
09682	010	7614489

_____ X _____
Date Customer Signature

Instructions

This form provides account information in place of a voided cheque and is used when arranging payroll, other direct deposits (e.g. CPP/QPP, disability payments, dividends, government deposits) or pre-authorized payments.

1. This form should be submitted by the CIBC customer to the employer or the company initiating the payroll, direct deposit or pre-authorized payment along with their respective application.
2. Upon receipt of this form, the employer or company should use this information to update their records and initiate a change to the CIBC customer's banking information on file.

DIANE POUGET 106 LOWES SIDE RD AMHERSTBURG ON CANADA N9V 1S2		_____ 20
Pay to the order of _____	VOID	\$ _____
_____		/100 Dollars
Canadian Imperial Bank of Commerce		
Memo _____		
09682 010 7614489		

amherstburg RIVER TOWN TIMES

Invoice

67 Richmond St., Amherstburg, Ontario N9V 1G1
 Phone: 519-736-4175 • Fax: 519-736-5420
 Email: office@rivertowntimes.com


HST Registration #: 870292265

Invoice #: 00060361

Date: 17/09/14

Page: 1

DIANE POUGET CAMPAIGN
 106 LOWES SIDE RD
 AMHERSTBURG ON N9V 1S2

DATE	DESCRIPTION	AMOUNT								
17/09/14	<p>ELECTION ADVERTISING</p> <div style="text-align: center;">  <p>PAID</p> </div> <p style="text-align: center;"> TEARSHEETS As of May 14, 2014 we are no longer mailing tearsheets. To obtain your tearsheets please visit: https://rivertown.adline321.com/tearsheets/ or if receiving this invoice by email, click on the link listed above </p>	\$95.00								
Shipping Date: _____ Terms: Net _____		<table border="1"> <tr> <td>HST</td> <td>\$12.35</td> </tr> <tr> <td>Total Amount:</td> <td>\$107.35</td> </tr> <tr> <td>Amount Applied:</td> <td>\$0.00</td> </tr> <tr> <td>Balance Due:</td> <td>\$107.35</td> </tr> </table>	HST	\$12.35	Total Amount:	\$107.35	Amount Applied:	\$0.00	Balance Due:	\$107.35
HST	\$12.35									
Total Amount:	\$107.35									
Amount Applied:	\$0.00									
Balance Due:	\$107.35									
Memo:										

amherstburg RIVER TOWN TIMES

Invoice

67 Richmond St., Amherstburg, Ontario N9V 1G1
 Phone: 519-736-4175 • Fax: 519-736-5420
 Email: office@rivertowntimes.com


HST Registration #: 870292265

DIANE POUGET CAMPAIGN
 106 LOWES SIDE RD
 AMHERSTBURG ON N9V 1S2

Invoice #: 00060476

Date: 24/09/14

Page: 1

DATE	DESCRIPTION	AMOUNT
24/09/14	ELECTION ADVERTISING	\$95.00
<p>PAID</p> 		
<p>TEARSHEETS As of May 14, 2014 we are no longer mailing tearsheets. To obtain your tearsheets please visit: https://rivertown.adline321.com/tearsheets/ or if receiving this invoice by email, click on the link listed above</p>		
Shipping Date:	Terms: Net	HST \$12.35
		Total Amount: \$107.35
		Amount Applied: \$0.00
Memo:		Balance Due: \$107.35

