

Head Office: 15 St. Lucia Way, Kingston, Telephone: 876-926-2681, Fax: 876-929-8432
 Mandeville: Shop 2A Manchester Shopping Centre, 18 Caledonia Rd, Mandeville
 Telephone: 876-625-0021/31, Fax: 876-625-0021
 Montego Bay: Suite S304A 304A Baywest Centre, Harbour Street, Montego Bay
 Telephone: 876-940-7201, Fax 876-952-7306

 NEW ACCOUNT INFORMATION UPDATE

ACCOUNT START DATE: ____ / ____ / ____

1. COMPANY INFORMATION

Legal Name of Business: _____ Country of Incorporation/Registration: _____

Trading Name(s) (If different from Legal Name): _____ Business Address/Registered Office (Address 1): _____

Address 2: _____ Parish/State: _____ Zip/Postal Code _____ Country: _____

Mailing Address (Include Name of Contact) Address 1: _____ Address 2: _____ Parish/State: _____ Zip/Postal Code _____ Country: _____

Telephone/Fax: _____ Business Tax ID; _____ Email: _____

(Bus) _____ (Fax) _____

Description of Principal Business Activity including a brief description of products and services: _____ Major Suppliers (where applicable): _____

Is the company: a. Acting as a trustee for another in relation to the business relationship or one-off transaction concerned? Yes No
b. One with nominee shareholders, or shares held in bearer form? Yes No**2. FUNDING**Projected level of Activity (Annual): Under \$1M \$1M – \$5M \$5M – \$10M \$10M – \$15M \$15M – \$20M Over \$20M

Annual gross sales or income from all sources: \$ _____

Source of account initial funding and amount? Source: _____ Amount \$ _____ Source of account ongoing funding? _____

3. COMPANY TYPE

- Church / Religious Body Financial Institution Registered Assn. Government Institution / Statutory Body
 Broker Co-operative Society Non-Profit / Charities Limited Liability Company
 Partnership Sole Trader Other: _____

4. TYPE OF INVESTMENT (Please open the following account (s))

- Bonds Equity Fixed Income Unit Trust Investment, Specify _____
 Other _____

5. RISK APPETITE

- Conservative: Preserving principal and minimizing risk are most important
 Moderately Conservative: Preserving principal, but comfortable accepting a small degree of risk
 Moderate/Balanced: Seeking the highest possible return consistent with moderate level of risk
 Moderately Aggressive: Primarily values higher long-term returns and is willing to accept significant risk
 Speculative: Seeking a high total return regardless of the risk involved

6. INVESTMENT OBJECTIVE

- Wealth Building Future Capital Expenditure Liability Funding Foreign Exchange Trading
 To Build Interest Income Other, _____

7. PRINCIPAL BANKER:

Name _____ Contact Person: _____

Branch: _____ Telephone No.: _____

8. CORRESPONDENCE INSTRUCTION (Tick as applicable)

BARITA is authorised to act upon written instructions received via the following methods:

Fax E-MAIL

BARITA is authorised to act upon written request or instructions sent or purported to have been sent from one of the email address / fax number below, provided that it contains instructions signed by the Authorised account Signatory in accordance with 'Section 12' of this account opening form.

Accepted e-mail addresses:

Email Address 1: _____

Email Address 2: _____

Email Address 3: _____

Accepted Fax Numbers:

Fax Number 1: _____

Fax Number 2: _____

Fax Number 3: _____

BARITA is authorised to send any type of communication to the e-mail addresses or fax numbers mentioned above. The customer assumes all risks in relation to any such communication via e-mail, and fax, and, in particular, and without prejudice to the generality of the forgoing, risks due to errors or breakdown in transmission. The customer hereby undertakes to keep **BARITA** fully indemnified and free from all claims, damages, charges and expenses which **BARITA** may incur, directly or indirectly, by reason of complying with the request/instruction.

ONLINE ACCESS:	Kindly indicate your interest in accessing your account online
	<input type="checkbox"/> Interested <input type="checkbox"/> Not Interested
INFORMATION SHARING	I/We hereby provide my/our consent for BARITA to share my/our data with affiliates of BARITA for Know-Your-Customer purposes, which due diligence data is required for any contract (s) and/or financial or other business dealings which I/We may have with an affiliate of BARITA <input type="checkbox"/> Yes <input type="checkbox"/> No
	I/We hereby provide my/our consent for BARITA to use my/our contact information to promote or directly market products and/or services of BARITA and/or any affiliates of BARITA and BARITA and/or its affiliates may communicate directly with me/us through various channels (whether electronic or otherwise) using this contact information <input type="checkbox"/> Yes <input type="checkbox"/> No

Beneficial Owners - "Beneficial owners" refers to the natural person who directly or indirectly controls more than 10% of a legal entity or person

9. DECLARATION OF BENEFICIAL OWNERSHIP

BENEFICIAL OWNER 1	BENEFICIAL OWNER 2
Full Name:	Full Name:
Residential Address:	Residential Address:
Country of Birth:	Country of Birth:
Country of citizenship:	Country of citizenship:
Name of Employer:	Name of Employer:
Job title:	Job title:
ID type/number:	ID type/number:
Tax ID:	Tax ID:
PEP? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, state capacity:	PEP? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, state capacity:
Is US person? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, state US affiliation:	Is US person? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, state US affiliation:

10. LIST OF DIRECTORS

Name(s)	Nationality	PEP(Y/N)	Address

11. FATCA Information – Corporate Client

1. Name of the organization that is the account holder: _____

2. Is the organisation considered a US specified Person? No Yes, if yes state TIN _____
US Tax Identification Number (TIN)

3. Is the organisation a Financial Institution No Yes
 If yes please indicate type:

Specify GIIN (Global Intermediary Identification

Number)

Participating FFI Reporting Model 1 IGA Reporting Model 2 IGA

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Nonparticipating FFI Other FFI (complete a valid Form W-8)

4. Is the organization an exempt beneficial owner? No Yes, if yes _____
Please specify

5. Is the organization a Non-Financial Foreign entity (NFFE)? No Yes
 If yes, please indicate type:

Active NFFE. i.e.

Less than 50% of the entity's gross income for the preceding calendar year is passive income and less than 50% of the assets held by the entity are assets that produce or are held for the production of passive income.

Passive NFFE. i.e.

An entity where passive income represents 50% or more of its gross income or 50% or more of its assets produce or held to produce passive income.

Please provide the name, address and the TIN of each substantial US Owner of the Passive NFFE below

Name	Address	TIN

Certification

I hereby certify that the information is correct and complete.

- I authorize Barita Investments Limited to provide, directly or indirectly, to any relevant tax authorities or any party authorized to audit or conduct a similar control of Barita Investments Limited for tax purposes, the information contained in this form and/or a copy of this form and to disclose to such tax authorities or such party any additional information that BIL may have in its possession that is relevant to my qualification for any benefits claimed on the basis of this certification.

- I acknowledge that information contained in this form and information regarding my Barita Investments Limited accounts (including information on account balances and payments received) may be reported to relevant tax authorities, and that those tax authorities may provide the information to country I have listed above as being country in which I am a resident for tax purposes.
- I undertake to advise Barita Investments Limited immediately of any change in circumstances which causes the information contained herein to become incorrect and to provide BIL with a suitable updated Tax Residency Self-Certification from within 30 days of such change in circumstances

Signature of individual authorized to sign for beneficial owner

Print Name

Date (DD-MM-YY)

DEFINITIONS

- 1- **"TIN"** – Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of such jurisdiction. Some jurisdictions do not issue a TIN. However, these jurisdictions often utilize some other high integrity number with an equivalent level of identification (a "functional equivalent"). If the Entity does not have a TIN (or functional equivalent), please indicate 'N/A' in Part II.
- 2- **"U.S. Person"** - a U.S. citizen or resident individual, a partnership or corporation organized in the United States or under the laws of the United States or any State thereof, a trust if (i) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (ii) one or more U.S. persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the United States
- 3- **"Financial Institution"** - a "Custodial Institution", a "Depository Institution", an "Investment Entity", or a "Specified Insurance Company". Please refer to below for a definition of these terms
- 4- **"Model 1 IGA"** – an agreement or arrangement between the United States or the Treasury Department and a foreign government or one or more agencies thereof to implement FATCA through reporting by financial institutions to such foreign government or agency thereof, followed by automatic exchange of the reported information with the IRS
- 5- **"Model 2 IGA"** – an agreement or arrangement between the United States or the Treasury Department and a foreign government or one or more agencies thereof to facilitate the implementation of FATCA through reporting by financial institutions directly to the IRS in accordance with the requirements of an FFI agreement, supplemented by the exchange of information between such foreign government or agency thereof and the IRS
- 6- **"Participating FFI"** ('Non-U.S. Financial Institutions') – an FFI that has agreed to comply with the requirements of an FFI agreement, including an FFI described in a Model 2 IGA that has agreed to comply with the requirements of an FFI agreement (a reporting Model 2 FFI). This definition also includes a QI branch of a U.S. financial institution, unless such branch is a reporting Model 1 FFI
- 7- **"GIIN"** – a global intermediary identification number assigned to a PFFI or 'registered deemed compliant FFI'. A separate GIIN will be issued to the FI to identify each jurisdiction, including the jurisdiction of an FI's residence, in which the FI maintains a branch not treated as a Limited Branch
- 8- **"Nonparticipating FFI"** ('Non-U.S. Financial Institutions', 'Nonparticipating Non-U.S. Financial Institution') - an FFI that is not a participating FFI, deemed-compliant FFI, or exempt beneficial owner
- 9- **"Substantial US Owner"** – A US person with more than 10% interest by vote or value in a foreign corporation, partnership or trust. For foreign investments vehicles, any percentage of ownership is reportable.
- 10- **"Exempt Beneficial Owner"** – an Entity described as (1) a foreign government, a political subdivision of a foreign government, or a wholly owned agency or instrumentality of any one or more of the foregoing; (2) an international organization or a wholly owned agency or instrumentality thereof; (3) a foreign central bank of issue; (4) a government of a U.S. Territory; (5) a treaty-qualified retirement fund; (6) a broad participation retirement fund; (7) a narrow participating retirement fund; (8) a fund formed pursuant to a plan similar to a section 401(a) plan; (9) an investment vehicle used exclusively for retirement funds; (10) a pension fund of an exempt beneficial owner; or (11) an Entity wholly owned by exempt beneficial owners. The term "exempt beneficial owner" also includes any Entity treated as an exempt beneficial owner pursuant to a Model 1 or 2 IGA. Please refer to the US Regulations section 1.1471-6 for further details
- 11- **Active Non-Financial Foreign Entity (Active NFFE)** - refers to an entity that operates an active trade or business other than that of a financial business. We are not required to report information on Active NFFEs or their shareholders under FATCA as long as the following criteria are met:
 - The entity is not a United States person (refer definition of United States person below).
 - The entity is not a financial institution. Please refer to the section 'What is meant by a Financial Institution under FATCA' for further information.
 - Less than 50 percent of the entity's gross income for the preceding calendar year is passive income. Please refer to the section 'What is meant by Passive Income' for further information.
 - Less than 50 percent of the assets held by the entity are assets that produce or are held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly).
- 12- **Passive NFFE** - Passive Entities are defined under FATCA as entities, organizations, or companies that are in receipt of passive income or hold passive assets and do not fall under any of the other FATCA classifications. These entities do not carry on a business of a financial institution.

12. SPECIMEN SIGNATURES for authorized signers

Account Holder Name: _____

Signing Designation: Any One to sign Any Two to sign

Name of Signatory:		Job Title/Position:	
Residential Address:		Country of Residence:	Tax ID:
Date of birth:		Country of birth:	Country of citizenship:
Name of Employer:		Employer's Address:	Employed since:
Nature of Business			
ID Type:		ID number:	Country of Issuance:
Referee #1 Name of Referee: _____ Occupation: _____ Telephone:(W) _____ (C) _____		Referee #2 Name of Referee: _____ Occupation: _____ Telephone:(W) _____ (C) _____	
Referee Type:		Referee Type:	
Specimen Signature:		Date:	

Name of Signatory:		Job Title/Position:	
Residential Address:		Country of Residence:	Tax ID:
Date of birth:		Country of birth:	Country of citizenship:
Name of Employer:		Employer's Address:	Employed since:
Nature of Business			
ID Type:		ID number:	Country of Issuance:
Referee #1 Name of Referee: _____ Occupation: _____ Telephone:(W) _____ (C) _____		Referee #2 Name of Referee: _____ Occupation: _____ Telephone:(W) _____ (C) _____	
Referee Type:		Referee Type:	
Specimen Signature:		Date:	

Name of Signatory:		Job Title/Position:	
Residential Address:		Country of Residence:	Tax ID:
Date of birth:		Country of birth:	Country of citizenship:
Name of Employer:		Employer's Address:	Employed since:
Nature of Business			
ID Type:		ID number:	Country of Issuance:
Referee #1 Name of Referee: _____ Occupation: _____ Telephone:(W) _____ (C) _____		Referee #2 Name of Referee: _____ Occupation: _____ Telephone:(W) _____ (C) _____	
Referee Type:		Referee Type:	
Specimen Signature:		Date:	

Name of Signatory:		Job Title/Position:	
Residential Address:		Country of Residence:	Tax ID:
Date of birth:		Country of birth:	Country of citizenship:
Name of Employer:		Employer's Address:	Employed since:
Nature of Business:			
ID Type:	ID number:	Country of Issuance:	
Referee #1 Referee Type: Name of Referee: _____ Occupation: _____ Telephone:(W) _____ (C) _____		Referee #2 Referee Type: Name of Referee: _____ Occupation: _____ Telephone:(W) _____ (C) _____	
Specimen Signature:		Date:	

Name of Signatory:		Job Title/Position:	
Residential Address:		Country of Residence:	Tax ID:
Date of birth:		Country of birth:	Country of citizenship:
Name of Employer:		Employer's Address:	Employed since:
Nature of Business:			
ID Type:	ID number:	Country of Issuance:	
Referee #1 Referee Type: Name of Referee: _____ Occupation: _____ Telephone:(W) _____ (C) _____		Referee #2 Referee Type: Name of Referee: _____ Occupation: _____ Telephone:(W) _____ (C) _____	
Specimen Signature:		Date:	

Name of Signatory:		Job Title/Position:	
Residential Address:		Country of Residence:	Tax ID:
Date of birth:		Country of birth:	Country of citizenship:
Name of Employer:		Employer's Address:	Employed since:
Nature of Business:			
ID Type:	ID number:	Country of Issuance:	
Referee #1 Referee Type: Name of Referee: _____ Occupation: _____ Telephone:(W) _____ (C) _____		Referee #2 Referee Type: Name of Referee: _____ Occupation: _____ Telephone:(W) _____ (C) _____	
Specimen Signature:		Date:	

CORPORATE RESOLUTION

Name of Company: _____

Registered Address: _____

Business Location: _____

Incorporated in: _____

I/We _____ (Director) and _____ (Company Secretary) hereby certify that a meeting of the directors of _____ ("the Company") duly convened and held on the _____ day of _____, 20____, the following resolutions were duly passed:

1. That the company is authorised and empowered to open one or more account(s) from time to time with Barita Investments Limited and /or Barita Unit Trusts (each being hereinafter referred to as "BARITA").

2. That any _____ of the persons listed below ("the Authorised individuals) be and are hereby authorized to (i) open and close Accounts in the name of the company with BARITA (ii) give all orders and instructions written or oral or via electronic means to BARITA with respect to any withdrawals, additions, payments, investments, advances collateralized by and hypothecations of such accounts, purchase and/or sale of securities and financial instruments for the company, including the power to deliver, accept delivery of, pledge endorse, surrender and direct the transfer of record title of an assets beneficially owned by the Company for any purpose, including to effect any exchange or conversion, or to deposit with any protective or similar committee and any other transactions whatsoever in relation to such Account(s) with obligation on BARITA 's part to inquire into the reason for said order or instruction: and (iii) sign any instructions and instruments for and on behalf of the Company in relation to such Accounts and transactions.

NAME	TITLE

Dated the _____ day of _____, 20_____

CHAIRMAN_____
COMPANY SECRETARY

GENERAL TERMS AND CONDITIONS - CLIENT ACCOUNT OPENING AGREEMENT

1. Purpose and Basis of This Agreement

This General Terms and Conditions Agreement (hereafter referred to as the 'Agreement') contains the terms and conditions governing accounts established by the Client for the purchase and sale of Property and other services provided by Barita Investments Limited ('BARITA'). By signing this Agreement, each Account Holder agrees to be bound by the terms and conditions in consideration of BARITA initiating and/or maintaining an account at the request of the Account Holder. **Please take the time to read this document carefully.**

2. Definitions and Interpretations

Unless otherwise stated, throughout this Agreement:

(a) words denoting the singular include the plural and vice versa; (b) words importing a gender include every gender; (c) 'we', 'our', and words of similar import means Barita Investments Limited (BARITA) (d) 'you', 'your', 'yours', 'the Client' and words of similar import means the person(s) who signs this Agreement or the Account Holder(s); and (e) the following expressions have the meanings stated hereunder:

2.1 Account Holder including a joint account holder, means a customer of BARITA including but not limited to individuals, partnerships, limited liability companies, trusts, entities incorporated by statute and unincorporated associations.

2.2 'BARITA', 'the Organisation', 'the JSE Broker' or 'the Principal Dealer' means Barita Investments Limited, its successors, assignees, subsidiaries, affiliates or employees.

2.3 Exchange means the Jamaica Stock Exchange and any other Exchange licensed under the Securities Act or any exchange legally registered in any part of the world.

2.4 FATCA means the United States Foreign Account Tax Compliance Act

2.5 Investments include Securities, monies on deposit, holdings in a fund or collective investment scheme, Repurchase Agreements and any placement of funds, securities or negotiable instrument which are commonly referred to as an investment.

2.6 Investment Action means any dealing in an Investment including the purchase, sale, transfer, liquidation, subscription, conversion and splitting of an Investment or the exercise of any right with respect to any Investment including such rights as may be exercised by the holder of a particular Investment or his nominee.

2.7 Offering Document means any prospectus, term sheet, offering circular or similar document.

2.8 Person includes any individual, company, firm, partnership, joint venture, association, sole proprietorship or other incorporated or unincorporated entity.

2.9 Regulatory Authority includes the Bank of Jamaica, the Financial Services Commission and the Minister with responsibility for Finance and any other person who may by law be given authority to regulate or supervise the activities of BARITA.

2.10 A Repurchase Agreement means a contract between the Principal Dealer and the Client whereby - (i) the Principal Dealer agrees to sell to

the Client, and the Client agrees to purchase, Property for a purchase price payable in cash, and (ii) the Principal Dealer simultaneously agrees to repurchase, and the Client agrees to resell to the Principal Dealer, the said Property at some time in the future for a specific price.

2.11 Securities means negotiable instruments representing financial value and includes, but is not limited to stocks, bonds, debentures, options, futures contracts, commodities, shares, promissory notes, derivative instruments, debt instruments, certificates of deposit and other obligations, certificates of participation, treasury bills and documents, obligations or writings commonly known as securities. Securities may be script-based or dematerialized.

2.12 Tax includes any present or future income tax, transfer tax, stamp duty, levy or other impost, or assessment (including any interest, penalties or additions thereto) imposed by any government or any taxing authority thereof.

In this Agreement the headings which accompany clauses are for convenience and reference only, and are not intended to define or limit the meaning, scope and contents of these Terms and Conditions.

3. Applicable Rules and Regulations

3.1 These Terms and Conditions apply to all Investments made with BARITA or made by us on your behalf as well as all Investment related services provided by us whether existing or future unless any specific terms and conditions applicable to an investment product provide otherwise. This Agreement replaces our Client Agreement and supplements our Master Repurchase and Master Retail Repurchase Agreements (MRA and MRRA). It is to be read in conjunction with the specific terms and conditions of any Investment product or service provided by us and in the event that there is a conflict or inconsistency between any specific terms and conditions of an Investment product or service and this Agreement then the specific terms and conditions will prevail to the extent of such conflict or inconsistency.

3.2 All transactions conducted by BARITA on your behalf shall be subject to all applicable laws and regulation in Jamaica, inclusive of any regulatory bulletins, guidance or other correspondences to do with customs of the local market.

3.3 Such transactions are also subject, where applicable, to the rules and regulations of the Financial Services Commission (FSC) and the Jamaica Stock Exchange (JSE) and any other competent regulatory authority in existence, from time to time.

4. Amendment or Waiver

4.1 You agree that we may amend this Agreement at any time, in our absolute discretion and that such amendment shall be binding upon you upon our giving to you prior written notice of such amendment. Notice shall be deemed to be given to you by either posting same on our website, by inclusion in any confirmation, statement or advice sent to you or by posting same in our branches.

4.2 You agree that you shall be deemed to have accepted any amendment to this Agreement if after receiving notice of such amendment, you continue to maintain Investments with us or make use of the services offered by us.

4.3 If you do not accept the amendments, you must notify us in writing of your refusal and thereupon this Agreement shall terminate upon delivery of any Securities held by us on your behalf and the paying out of any Investments you maintain with us **PROVIDED HOWEVER** that this Agreement shall remain in full force and effect, including with respect to any amendments made by us, until such time.

5. Transactions and Settlements

5.1 All transactions entered into by BARITA pursuant to this Agreement shall be as agent for you and you authorize us to complete any authorized and instructed transaction on your behalf. BARITA is also authorized to expend monies, make advances, charge a penalty for early encashments and do all things which are required to effect such transactions and you agree to be bound by such action.

5.2 All instructions and orders for the sale, transfer or disposition of any of your investment will be, and is deemed to be, given by you with the distinct understanding that an actual sale is intended and that it is your intention and obligation to abide by the terms agreed on.

5.3 All instructions and orders for the purchase or acquisition of any investment will be, and is deemed to be, given by you with the distinct understanding that an actual purchase is intended and that it is your intention and obligation to receive and pay for the Securities and that you will do so upon demand.

5.4 In the case of an outright purchase, the Securities will be delivered to you unless you request BARITA to hold it as custodian and trustee on your behalf.

6. Short Sales

6.1 We may, in our absolute discretion, accept instructions for and make short sales of Securities on your behalf, in case we do so or in case you fail to deliver to us any Security which we have sold at your direction, you irrevocably authorize us to buy the Security necessary to enable us to make delivery to the purchaser and you shall be liable for and shall indemnify us and hold us harmless in respect of any costs, expenses, charges, losses or other financial obligations we may incur in obtaining any such Security and in respect of any losses, claims, demands or liabilities suffered as a consequence of our being unable to obtain any such Security in addition to our fees, commission, charges, or other related costs. You agree that no settlement of your account(s) may occur and you shall not be entitled to be paid any amounts standing to the credit of any of your accounts without our first receiving all Securities for which the account is short **PROVIDED** that any such settlement shall not prejudice any claim by us for the recovery of Securities for which the account is short

7. Long Positions

7.1 You agree that all Securities in which your account(s) are long must be paid for in full before any Security is delivered to you.

8. Liquidations and Covering Position

8.1 BARITA shall have the right, if in its sole and absolute discretion it considers it necessary for its protection, to demand that you provide adequate and/or additional collateral for any transaction or settlement. In the event that you do not provide such collateral, BARITA shall have the right to liquidate any account of yours held with it.

8.2 BARITA shall have the similar right in the event of the petition in bankruptcy, or for appointment of a receiver, is filed by or against you, or an attachment is levied against your account(s).

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8.3 BARITA shall have the right in the event of your death to sell any or all Investments with us, whether carried individually or jointly with others, to buy any or all Securities which may be short in such account(s), to cancel any open orders and to close any or all outstanding contracts, all without other notice of sale or purchase, or other notice of advertisement.

8.4 Any such sales or purchases may be made at our discretion on any Exchange or other Market where such business is usually transacted, or at public auction or private sale, and BARITA may be the purchasers for its own account.

8.5 It is understood that a prior demand, or call, or prior notice of the time and place of such sale or purchase shall not be considered a waiver of our right to sell or buy without demand or notice herein provided.

9. Payment of Indebtedness, Interest, Fees and Costs

9.1 You shall at all times be liable for the payment of any amounts advanced, any debit balance or other obligations owing in any of your accounts with BARITA.

9.2 You shall be liable to BARITA for any deficiency remaining in any such account(s) notwithstanding the liquidation thereof, whether in whole or part.

9.3 You shall make payment of any such debit balance, obligation, deficiency, indebtedness, including attorney's fees, and expenses of collection if incurred by BARITA. You agree that you will assume joint and several liabilities for all accounts including joint accounts operated by you.

9.4 You shall pay for any Securities purchased on your behalf and any fees, costs or charges payable as a result of any Investment Action or Services undertaken by us on your behalf including but not limited to Investment Management Fees, Commissions, Brokerage Fees and Custodial Fees. Please refer to BARITA schedule of charges.

9.5 Without prejudice to our right to require prepayment, you agree to pay for all transactions on the settlement date stated in any transaction confirmation issued with respect to the subject transaction.

9.6 You shall pay interest on all amounts advanced and other balances due in accordance with rates from time to time charged by us and notified to our clients which may include the compounding of interest and which may take into account adjustments in the prevailing unauthorised overdraft rate at our bankers, and such other charges as we may levy to cover our facilities and extra services.

9.7 Payment of all amounts advanced by us and other amounts due to us under these Terms and Conditions, including interest, shall be made at our registered office or at any other locations as we may direct.

10. Sell Orders

10.1 You warrant that any sell order which you give to BARITA to sell, transfer or dispose of Securities shall only be given for Securities which is, at the time of such order, owned by you, or for which you have authority to sell and if, at the time of such sale, transfer or disposition you are unable to deliver the Securities as required by BARITA that you will fully and completely reimburse and indemnify us for and against all and any expenses, costs, charges or other financial obligations incurred by us in respect thereto.

11. Binding Orders

11.1 Any authorization, instruction, order or notice given by you, or a joint account holder, shall be irrevocably binding on you and your personal representative until BARITA receives notice of your death.

11.2 Such death and notice will not affect BARITA's right to take any action which it could have taken if you had not died.

11.3 All orders are considered good until cancelled or executed unless instructions to the contrary are given.

12. Accounts Carried as Clearing Broker

12.1 If BARITA is carrying any account(s) of yours as clearing broker by arrangement with another broker, dealer or investment advisor authorised by you, or through whose courtesy your account has been introduced to BARITA, then until receipt from you of written notice to the contrary, BARITA may accept from such other broker, without inquiry or investigation by me:

- (a) orders for the purchase or sale in said account(s) of securities and other Property on margin or otherwise
- (b) any other instructions concerning said account(s)

12.2 BARITA shall not be responsible or liable for any acts or omissions of such other broker, dealer or investment advisor, or their employees and or their agents.

13. Lien Provisions

13.1 All Securities held or purchased shall be subject to a lien in our favour for the discharge of all your indebtedness and any other obligations that you may owe to us, howsoever and whenever arising, and may be held by us as security for the payment of any such obligations or indebtedness to us in any account we maintain for you including any brokerage accounts in which you may have an interest.

13.2 BARITA is authorised, without notice to you or your successors, at our absolute discretion, from time to time, to transfer interchangeably between any account(s) you have with us any or all the Securities so held, without regard to whether we have in our possession or in our control other Securities of the same kind and amount, in order to satisfy any indebtedness or obligation you may have with us or to relieve BARITA of any risk of a deficit existing in any of your account(s).

14. Confirmation of Transactions and Account Statements

14.1 BARITA shall send to you written confirmation of execution of instructions and orders, in respect of each and every transaction subject to this Agreement, in accordance with the requirements of the applicable Laws and Regulations.

14.2 Any report or confirmation of execution of instruction or order, or account statement which BARITA provides to you in writing will be deemed correct, conclusive and binding on you: (a) if not objected to by you, in writing, within fourteen (14) business days of delivery to you of same, or (b) unless BARITA notifies you of an error in such account statement within the same time period.

15. No Diminution of Rights

15.1 You expressly agree that we will not be bound by any representation or agreement made by any of our employees or agents which purports to affect or diminish our rights under these terms or conditions. Any waiver or forbearance or failure on our part in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of our right to future performance of such provision.

16. Effects of Laws or Rule Change

16.1 In the event any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such findings or holding shall only affect the provision(s) involved and the remainder of this agreement and the application of all other provisions shall not be affected.

17. Customer Information

17.1 Your address and all client information as given in the Individual Client Account Opening Form or the Business & Corporate Account Opening Form is and will continue to be a correct address until you give BARITA written notice of any change delivered to our registered office.

17.2 Notices and communications sent to you at such address would constitute personal delivery to you, whether actually received or not and notices to you shall be deemed served when actually delivered, or if sent by post shall be deemed to have been received seven (7) days after posting in any Post Office in Jamaica, or if sent by electronic transmission, when actually transmitted. These methods are not exclusive but shall be in addition to any other available procedure.

17.3 You agree that BARITA will require up to date and current information for you as may be required to meet legal and regulatory obligations and you undertake to provide us with the relevant information requested by us.

18. Money Laundering & FATCA

18.1 BARITA complies with current legislations and regulations on the prevention of money laundering and terrorist financing. Based on these regulations BARITA is under an obligation to obtain information on its clients and their business activities ("KYC information") in order to establish a business relationship.

18.2 You shall assist us in the discharge of our obligations to combat money laundering and the financing of terrorism as well as our obligations under the Proceeds of Crime Act (POCA) and FATCA by providing such information and documents as may be requested by us from time to time.

18.3 We shall be entitled at our discretion to terminate this Agreement, return your Investment and return any Securities held by us for your account, in the event that you fail to provide information and documents requested by us in order to meet our obligations aforesaid.

19. Client Representation

19.1 You warrant and represent that you have reached the age of majority (18 years or older)

19.2 You agree to be bound by the terms and conditions and abide by the rules of the regulatory agencies and BARITA's policy if employed by any regulatory agency, trading agency, securities depository or clearing house.

19.3 If during this Agreement you become such an employee, you shall immediately notify us immediately.

19.4 You warrant and represent that no other person, firm or corporation has, at the date of the Agreement any interest in any of my account(s) and you shall immediately notify us in writing if there is any change.

20. Joint Accounts

20.1 The liability in respect of any account carried jointly with any other person(s) shall be joint and several.

20.2 An Investment held by more than one Account Holder is a joint investment and the joint Account Holders agree that such Investment is held by them as joint tenants with the right of survivorship and there will be no implied agreement to the contrary.

20.3 A Joint Account Holder's authority in respect of the joint Investment will otherwise cease on proper notification of that Joint Account Holder's death being provided to us.

20.4 The liability of the Account Holder under an Investment held in joint names is joint and several. This means that in the event of any liability arising in respect of the Investment, each and/or all Account Holders are liable to the full extent of such liability and we shall have the right to recover by suit or otherwise from all or any Account Holder any amount owing in respect of such liability.

20.5 Transactions in respect of joint Investments may require the signature of more than one Account Holder in accordance with your mandate to us. Unless you have indicated otherwise via your mandate to us, any joint Account Holder shall have the authority to deal in such joint Investment including (a) giving instructions with respect to Investment Actions; (b) request that Securities or payments from any such Investment be made or delivered to any of the Account Holder personally or to such Account Holder's order and give a receipt for same; (c) receive and acquiesce in the correctness of any communications and other records and documents; (d) settle compromise and give releases with respect to any and all claims, demands or disputes; and (e) receive requests and demands for payments or Securities due and notices and demands generally.

20.6 Each Account Holder agrees to indemnify BARITA against any loss, claim, damage, liability and expense arising from instructions given by any one of the Account Holder including any legal costs if we are made a party to any action between or by any of the Account Holders.

20.7 Notwithstanding the foregoing, BARITA reserves the right at its sole and absolute discretion to:

- (a) require joint instructions from some or all the joint holders before taking any action under this Agreement.
- (b) if BARITA receives instructions from a joint holder which in its opinion conflict or are inconsistent with other instructions, to advise one or more joint holders of such conflict or inconsistency and/or take no action on any such instructions until we receive further instructions satisfactory to BARITA.

21. Corporate Clients

21.1 If the client is a body corporate, the Client shall deliver to BARITA at the commencement of the investments relationship between the Client and BARITA the documents required by BARITA from time to time including relevant board resolution, extract or minutes (if any), incorporated documents, signature cards with specimen signatures and such other documents (attested in such manner as BARITA may determine) as BARITA may from time to time require for "due diligence" or regulatory purposes.

21.2 The Client shall inform BARITA in writing of any changes to the persons referred to in Clause 17.1 and shall promptly provide BARITA with correct specimens of the signatures of all such persons and execute and deliver to BARITA such other documents and information that may be required thereto.

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21.3 On making any investment through BARITA or dealing with any investment or account held with BARITA or receiving any payment from BARITA on account thereof, the Client shall, unless the Client has otherwise specified by notice in writing to BARITA prior to making such investments, be deemed to represent and warrant BARITA that the items referred to in Clause 17.1 are current and in full force and effect.

22. Instructions

22.1 Instructions (including those relating to Investment Actions) may be given to us by you in writing (including via electronic means such as electronic mail, short message service, instant messaging service or facsimile) or verbally by telephonic conversation, voice over internet or otherwise **if** you have so indicated in the **Client Account Opening Form**.

22.2 If you are a corporate body you must provide us with a list of the persons who are authorized to give us instructions on your behalf from time to time together with their respective specimen signatures.

22.3 You acknowledge and agree that any electronic communication including fax and electronic communication that is not encrypted: (i) is not secure, private and confidential, (ii) may not be reliable and may not be received by the intended recipient promptly or received at all, (iii) may be subject to interception, loss or alteration, and (iv) you assume full responsibility for risks associated with such electronic communication and agree that we will not be responsible or liable for any loss or damage arising from any use of any electronic communication, including, but not limited to, any loss or damage arising from any unauthorized access to, or interception, loss or alteration of such communication

22.4 You agree that we are not obligated or required to act on the instructions if we doubt the identity of the source or authenticity of the person giving the instruction or if the transaction appears suspicious, questionable or unusual for your regular banking habits. We may ask you to give us certain information that will assist us in determining that you are the person giving the instruction.

22.5 We may also refuse to act on any instruction if, in our opinion, to do so may be illegal or in breach of any obligation we owe to a third party; or if it would cause us to fail to comply with our regulators, any professional code or standard in force from time to time that governs and conduct operations.

22.6 You agree to indemnify us, our employees, agents and directors with respect to any and all losses, claims or demands suffered and/or incurred by reason of: (a) any misrepresentation made by you in relation to any instruction or Investment Action; (b) any mistake as shall occur by reason of unclear or insufficient instructions given by you in relation to any instruction or Investment Action; or (c) our accepting instructions from parties other than you whom we believe to be you, if all and any such actions are done in good faith and without prejudice.

23. Encashment and Rollovers

23.1 On this and each subsequent maturity dates, you may request us to encash the full proceeds (that is the Initial Investment amount plus accrued interest, income or accretion thereon) or part thereof and enter into a new transaction to purchase Securities.

23.2 Provided you have not given pay-out instructions to us, upon the maturity of the your Investment you shall be deemed to have agreed to roll your Investment and to have assumed a renewed commitment to maintain with us the full amount of the funds invested by you for the entire period or for a similar period commencing on the day after the date

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on which your initial Investment matured and ending on the maturity date of the rolled Investment. In the absence of an agreed rate of return whether verbally or in writing, and it is agreed that the current prevailing market rate or return shall be the rate of return applied to the said investment automatically.

23.3 Early Liquidation - We shall not be obliged to honour your request to pay out a portion or all of your Investment **prior to** the maturity date, in the event that we decide to do so, we may deduct from the amount payable to you an early pay-out fee in accordance with our then current schedule of fees. A request for early liquidation may be dependent on our ability to sell the Investment to a new investor or to purchase the Investment from you, and you therefore agree that: (i) we shall not be obliged to purchase or attempt to sell the Investment; and (ii) in attempting to find a buyer for the Investment we will be acting as your broker in accordance with this Agreement.

24. Disclosures

24.1 BARITA as a primary dealer facilitates the purchase of Government and Bank of Jamaica instruments and other investment product and services along with a variety of investments options to the public. The products and services offered by BARITA are not insured by the Jamaica Deposit Insurance Corporation (JDIC). The JDIC provides protection for depositors in commercial banks, merchant banks, credit unions and building societies which are deposit-taking institutions. BARITA is not a deposit-taking institution.

24.2 BARITA is hereby entitled to disclose to third parties any information about you and your accounts and shall not be liable whatsoever in relation to any information disclosed in any or all of the following circumstances:

a) To our parent company, subsidiaries and affiliate companies of BARITA.

b) To provide your personal and non-personal information to credit agencies or credit bureaus as a credit information provider or in response to credit inquiries by other financial institutions or credit agencies or credit bureaus as a subscriber.

c) If the Organisation shall deem it necessary to make such disclosures to protect the interest of the Organisation from any harm, loss or injury

d) To comply with any requirement for disclosure imposed by law, pursuant to the directives of the court or such duly empowered government agency or department to meet our legal and regulatory requirements

e) In any other circumstances in which you shall give written authorization to make such disclosure

f) To facilitate an investigation of or prosecution for fraud, money laundering or offences associated with terrorism or terrorist financing

25. Termination

25.1 Either party may terminate this Agreement at any time by written notice to the order to take effect immediately or on such date as may be specified in such notice.

25.2 Termination of this Agreement pursuant to Clause 23.1 shall be without prejudice upon the completion and full satisfaction of any transaction or transactions already initiated and any transaction or all transactions outstanding at the time of termination will be settled and

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delivery made save and except where you are obligated to pay: (a) without prejudice to, and shall not affect any accrued rights, existing commitments or any contractual provision intended to survive termination of this Agreement; and (b) without penalty or other additional payment save that you will pay: (i) all outstanding fees and charges; (ii) any expenses incurred by BARITA in the provision of any services provided to you under this Agreement that is due and payable by you; (iii) any additional expenses incurred by BARITA in terminating this Agreement; and (iv) any losses necessarily realized in settling or concluding outstanding obligations, and (v) any other fees incurred under this this Agreement.

26. Jurisdiction

26.1 This Agreement and its enforcement shall be construed and governed by the laws of Jamaica and shall be binding upon your heirs, executors, administrators, successors and assigns.

27. Arbitration

27.1 You agree, and by carrying an account for you, BARITA as a Stockbroker and a Primary Dealer agrees that any and dispute which may arise between yourself and BARITA concerning any account transaction, dispute or the construction, performance or breach of this or any other agreement, whether entered into prior or subsequent to the date hereof shall be determined by arbitration.

27.2 Any arbitration under this agreement shall be held under and pursuant to and be governed by the Arbitration Act or any other legislation, and shall be conducted before a single arbitrator appointed by the Chairman of the Jamaica Stock Exchange or his nominee or the Financial Services Commission or any other competent regulatory authority.

27.3 The award of arbitrator shall be final, and judgment upon the award rendered may be entered in any court of competent jurisdiction.

28. Assignment

28.1 This Agreement may be assigned by BARITA and will inure to the benefit of your successors and assignees, and BARITA may transfer or assign your account(s) to those successors and assignees, and such assignment and any things done or not done in contemplation thereof shall be binding on your personal representatives and you.

29. Authorisation

29.1 This authorization shall apply to all accounts carried by BARITA for you and shall remain in full force until written notice of revocation is served by the Organisation.

30. Repurchase Agreements

30.1 All Repurchase Transactions shall be governed by the terms and conditions set out in BARITA's Master Repurchase Agreement - MRA or Master Retail Repurchase Agreement - MRRA (as applicable) as amended and supplemented from time to time. By entering into a Repurchase Transaction with BARITA, you agree that you have read understood and agreed to be bound by the terms and conditions of the Master Repurchase Agreement.

30.2 From time to time the Principal Dealer and the Client may enter into transactions by way of repurchase agreements as defined in Clause 2.11 above.

30.3 Repurchase agreements may be initiated by either the buyer or the seller, subject to the other party being in agreement therewith. Unless the Principal Dealer in its discretion requires in a particular case that a

repurchase agreement be initiated in writing, repurchase agreements may be initiated orally, but all repurchase agreements shall be confirmed in writing.

30.4 Repurchase agreements are not bank deposits and so are not guaranteed under the Jamaica Deposit Insurance Corporation.

31. Barita Unit Trust Funds

31.1 This section applies to your Investments in the Barita Unit Trust Funds (hereinafter "the Fund"). By subscribing for or continuing to hold units in the Fund, you agree to be bound by the provisions of the Fund's Trust Deed (including all supplemental deeds) as amended from time to time. You also agree to be bound by any offering circular, prospectus or other offering document issued by the managers of the Fund or their delegate from time to time.

31.2 You understand and agree that the unit values and investment returns will fluctuate and there is no guarantee as to the level of investments returns or performance of the Funds. Further, the Funds are not insured by the Jamaica Deposit Insurance Company.

32. Custodial and Safekeeping Services

This section applies to custodial and safekeeping services which we may provide to you for Securities owned by you or purchased by us on your behalf.

32.1 In this section, unless the context otherwise requires, the following words shall have the following meanings:

"Custodial Securities" means Securities which are in our name and held in trust by us on your behalf and in respect of which all payments

made in relation to the said Securities are paid directly to our account for further credit you.

"Safekeeping Securities" means Securities which are in your name but are held by us and in respect of which all payments made in relation to the said Safekeeping Securities are paid directly to you and are either collected by us on your behalf or are otherwise paid directly to you or to your order by the issuer of such Safekeeping Securities.

32.2 From time to time we may, upon your request, receive and hold Custodial Securities and Safekeeping Securities on your behalf. You agree that the receipt and holding of Custodial Securities and Safekeeping Securities shall be governed by this Section and that you shall pay our then current fees for custodial and safekeeping services as disclosed in our usual schedule of fees as amended from time to time.

32.3 We hereby agree and confirm that in providing custodial or safekeeping services to you, we shall be in possession of Custodian and Safekeeping Securities in the capacity of custodian only and that such possession does not constitute any equitable title to, or charge over, the Custodial of Safekeeping Securities except as otherwise set out in this Agreement. Without prejudice to our rights under this Agreement, we hereby undertake: (a) to hold the Custodian and Safekeeping Securities and not to deal with them in any way without your prior written instructions; (b) to comply with your instructions in relation to any dealings in the said Custodial of Safekeeping Securities; and (c) to produce and deliver the Custodian and Safekeeping Securities to the you immediately upon the your written request at any time during our normal business hours.

32.4 If interest or other payments by the issuer or its paying agent are made to us, we shall account to you for said payments, less any taxes which may be applicable, but we shall have no liability to you in the event that the issuer defaults in its payment obligation

ACCEPTANCE OF GENERAL TERMS & CONDITIONS - CLIENT OPENING AGREEMENT

This Agreement shall commence and is entered into on the day and by the parties referred to below. You have read and fully understand and agree to the above terms and conditions and acknowledge receipt of a copy of this Agreement.

DATED THE _____ DAY OF _____ 20_____

EXECUTED UNDER THE COMMON SEAL / STAMP)
OF)
in accordance with its Articles of Association and pursuant)
to a resolution of its Board of Director by)

Director and) _____

Director/Secretary)
in the presence of:) _____

To be completed if documents are signed outside of Barita Investments Limited's office / the presence of Barita's representative Justice of the Peace, Notary Public, or Attorney-at-Law to complete, affix stamp or Seal of Office and sign in space provided below.

I hereby certify that the signature(s) appearing on this form was/were affixed in my presence by the said person(s) who presented satisfactory identification(s).

Name: _____

Signature: _____

Address: _____

STAMP/SEAL

FOR INTERNAL USE ONLY

Account Number: _____ **Salesman Person:** _____ **Date:** _____

ACCOUNT OPENING DOCUMENT CHECKLIST:

- | | | |
|--|---|--|
| <input type="checkbox"/> List of Authorised signing officers and specimen signatures | <input type="checkbox"/> Registration Documents | <input type="checkbox"/> Corporation Resolution/Mandate |
| <input type="checkbox"/> IDs for beneficial owners | <input type="checkbox"/> Client Agreement | <input type="checkbox"/> Audited / Unaudited Financial Statement |
| <input type="checkbox"/> Identification and Proof of Address for all beneficial owner, Directors and signatories | <input type="checkbox"/> Certificate of Incorporation | <input type="checkbox"/> Memorandum & Articles of Association |
| <input type="checkbox"/> References for signatories | | |

Risk Status: Low Medium High

SOURCE OF FUND VERIFICATION

Verification done via: Documentary Evidence Other _____

Verified by: _____ Date: _____

APPROVAL FOR HIGH-RISK ACCOUNT- (Senior Management approval required)

Account Approved by:	Signature:	Date:
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Screening performed by:	Signature:	Date:
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System updated by:	Signature:	Date:
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Account Approved by:	Signature:	Date:
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