

# INDIVIDUAL CLIENT ACCOUNT OPENING FORM

Head Office: 15 St. Lucia Way, Kingston 5 - Tel: 876-926-2681, Fax: 876-929-8432  
 Mandeville: Shop 2A Manchester Shopping Centre, 18 Caledonia Road, Mandeville  
 Tel: 876-625-0021/31, Fax: 625-0021  
 Montego Bay: Suite S304-304A, Baywest Shopping Centre, Harbour Street, Montego Bay  
 Tel: 876-940-7201, Fax: 876-952-7306

NEW ACCOUNT     
  INFORMATION UPDATE     
 ACCOUNT START DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

PRIMARY ACCOUNT HOLDER     
  JOINT ACCOUNT HOLDER     
  MINOR

Title: <input type="checkbox"/> Mr. <input type="checkbox"/> Miss <input type="checkbox"/> Mrs. <input type="checkbox"/> Other _____	Surname:	First Name:	Middle Name:	Maiden Name:
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Mother's Maiden Name	Marital Status <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced	DOB (DD/MM/YY)	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Nationality:	Country of Birth:	Country of Residence
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Residential Address (Line 1):	Address Line 2:	Address line 3:	State/Parish:	Zip/Postal Code:	Country:
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Previous Address (if resident less than 2 yrs)	Address: Line 2	Address: Line 3	State/Parish:	Zip/Postal Code:	Country:
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Mailing Address (if different):	Address: Line 2	Address: Line 3	State/Parish:	Zip/Postal Code:	Country:
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Citizenship Status: <input type="checkbox"/> Immigrant <input type="checkbox"/> Local <input type="checkbox"/> Foreign Citizen <input type="checkbox"/> Dual	Tax Registration Number (TRN)	Social Security Number (SSN)	Tax Identification Number (TIN)
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Contact Information (Home) _____ (Work) _____ (Cel.) _____	Email: _____
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ID Information: <input type="checkbox"/> Driver's License <input type="checkbox"/> Voter's /National ID <input type="checkbox"/> Passport <input type="checkbox"/> Birth Certificate (Minors Only) <input type="checkbox"/> Other _____	ID#:	ID Issue Date:  ID Expiry Date:
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## EMPLOYMENT INFORMATION

Employment Status: <input type="checkbox"/> Employed <input type="checkbox"/> Self Employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Retired	Occupation:
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Name of Employer/Previous Employer/Business/School	Employer's /Business/School Address	State/Parish	Zip/Postal Code
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Years in present employment	If less than 2 yrs. give details: (Employer and position held)	Do you have alternative source(s) of income? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please state: _____
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**Are you employed to a securities or brokerage firm?**  No  Yes, if yes please provide approval to open this account

**Insider Information:** Are you as an authorized person, or your spouse, a deemed insider of any public companies:  
 No  Yes, if yes please provide details \_\_\_\_\_

**Control Position:** Are you as an authorized person, or your spouse, singularly or as part of a group in a control position of any public companies  
 No  Yes, if yes please provide details \_\_\_\_\_

Are you as an authorized person, or your spouse, a Director, Employee, Partner or Officer of a Member of any stock exchange or of the stock exchange itself?  
 No  Yes, if yes please provide details \_\_\_\_\_

## FINANCIAL INFORMATION

Is this account being operated on behalf of a third-party?  No  Yes, if yes please provide details: \_\_\_\_\_

Your annual gross income from all sources \$ \_\_\_\_\_

Source of account initial funding and amount? Source: _____ Amount \$ _____	Source of account ongoing funding? Source: _____
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If Gift, please state Giver's name: \_\_\_\_\_ Relationship: \_\_\_\_\_

## PRINCIPAL BANKING INFORMATION:

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

**REFERENCE**Referee 1:  Letter  Telephone  In Person  Form

Name of Referee: \_\_\_\_\_

Bus. /Address: \_\_\_\_\_

 Medical Doctor  JP  Min. of Religion  Employer Existing Client  Other: \_\_\_\_\_

Telephone:(W) \_\_\_\_\_(C) \_\_\_\_\_

**REFERENCE**Referee 2:  Letter  Telephone  In Person  Form

Name of Referee: \_\_\_\_\_

Bus. /Address: \_\_\_\_\_

 Medical Doctor  JP  Min. of Religion  Employer Existing Client  Other: \_\_\_\_\_

Telephone:(W) \_\_\_\_\_(C) \_\_\_\_\_

**INVESTMENT OBJECTIVES** Wealth Accumulation  Income  
 Retirement/Pension**KNOWLEDGE OF THE FINANCIAL MARKET** Limited  Good  ExcellentProjected Level of Activity:  Under \$100,000  \$101,000 – \$300,000  \$301,000 – \$600,000  \$601,000 – 999,000  Over \$1,000,000  
Frequency of Deposit:  Weekly  Monthly  Quarterly  Semi-Annually  Annually**INVESTMENT INFORMATION / RISK APETITE**

The products offered by BARITA to investors are classified in the range of low risk to medium risk for fixed income and money market products. Equity products are generally more volatile (riskier) than fixed income products. While diversifying your portfolio can reduce some risk, there is still some possibility of principal loss.

 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  
 Aggressive: Will endure extensive volatility and significant losses**POLITICALLY EXPOSED PERSON**Are you a Politically Exposed Person (PEP)?  No  Yes, if yes please provide details \_\_\_\_\_**\*\*Note: Politically Exposed Person** are individuals in foreign jurisdictions and locally who are or have been entrusted with prominent public functions, including head of states or government, senior politicians, senior executives of publicly owned corporations, prominent political officials and immediate family (parents, siblings, spouse, children, in-laws) as well as close associates i.e. persons known to maintain unusually close relationship with PEPs.**FATCA REPORTING REQUIREMENT** (The information in this section is being collected to facilitate the necessary due diligence required to comply with the requirement of the Foreign Account Tax Compliance Act (FATCA). Please ensure that the information provided is correct and complete.

Please tick either (a) or (b) or (c) and complete as appropriate.

- a).
- 
- I confirm that I am a U.S Person and my U.S federal taxpayer identifying number (U.S. TIN) is : \_\_\_\_\_
- 
- b).
- 
- I confirm that I was born in the U.S (or a U.S territory) but I am no longer a U.S citizen as I have voluntarily surrendered my citizenship as evidenced by the attached document (Provide Proof).
- 
- c).
- 
- I confirm that I am not a U.S citizen or resident in the U.S for tax purposes. State country of citizenship: \_\_\_\_\_

**Declaration of Tax Residency (other than U.S.)**

Complete this section if you have non-U.S tax residencies. I hereby confirm that I am, for tax purposes resident in the following countries (indicate the tax reference number and the number applicable in each country).

Country/Countries of Tax Residency	Tax Reference Number Type	Tax Reference Number

**Disclaimer**

- I confirm that the information given is true in all respects and complete, and that I/we have not withheld any information that might affect the Company's decisions. I/we understand that the given information may be disclosed to local and/or foreign authorities.
- I undertake to advise you promptly and provide an updated Self-Certification form within 30 days where any change in circumstances occurs, which causes any of the information contained in this form to be inaccurate or incomplete.

Signature:

x

Date: DD/MM/YY

## ELECTRONIC COMMUNICATION INDEMNITY

I/We hereby request that BARITA (which term shall, as applicable include Barita Investments Limited and/or Barita Unit Trusts Management Company Limited) accept instructions and communications from me/us by facsimile and electronic mail and in consideration of BARITA doing so I/we hereby agree as follows: (a) that BARITA may (in its discretion) act on electronic communications made by me/us from time to time and I/we voluntarily and with full knowledge take and assume any and all risks associated therewith; (b) that once electronic communications are sent to BARITA by me/us, BARITA shall have no obligation to check or verify the authenticity or accuracy of electronic communications purporting to have been sent by me/us save and except that they have originated from the electronic mail address, facsimile or telephone number provided by me/us to BARITA and BARITA may act thereon as if same had been duly given by me/us; (c) that in acting on such electronic communications, BARITA shall be deemed to have acted properly and to have fully performed all obligations owed to me/us, notwithstanding that such electronic communications may have been initiated, sent or otherwise communicated in error or fraudulently, and I/we shall be bound by such instructions on which BARITA may act, if BARITA has in good faith acted in the belief that such electronic instructions were given by me/us; (d) that BARITA may, in its absolute discretion, decline to act on or in accordance with the whole or any part of an electronic communication pending further enquiry or further confirmation (whether written or otherwise) by me/us, so however that BARITA shall not be under any obligation to so decline in any case, and BARITA shall in no event or circumstances be liable in any respect for not so declining; (e) that communications sent by electronic means can sometimes only be carried out during the normal business hours of BARITA; (f) that BARITA will not be required to act on electronic communications unless they are sent from an electronic mail address, facsimile or telephone number previously notified to BARITA and (g) to release BARITA from and indemnify BARITA against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to BARITA having acted in accordance with the whole or any part of any electronic communication or having exercised (or failed to exercise) the discretion conferred upon BARITA hereunder.

Select mode of communication:       Email       Fax       Telephone       All       None

**NB:** This Indemnity shall **NOT** apply to joint accounts where 2 or more persons are to sign or where there are special instruction

## DECLARATION

I/We hereby request that Barita Investments Limited ("BARITA) open the account(s) specified above in my/our names. I/We understand that the information provided herein is the basis for opening such account(s) and I/we warrant that such information is accurate in all respects. In consideration of BARITA opening the said accounts, I/we agree to provide any documents and further information requested by BARITA on the opening of the account(s) or from time to time thereafter and to abide by BARITA's requirements and all laws and regulations concerning the said account(s). I/We confirm that the Terms and Conditions governing the operation of the account(s) hereby requested to be opened, have been made available to me/us and I/we have read, understood and agree to be bound by such Terms and Conditions as amended from time to time. I/We agree to indemnify and hold BARITA, its employees, directors and its affiliated companies harmless in respect of any loss I/we may suffer as a result of my/our failure to comply with the aforementioned Terms and Conditions. I/We further agree that BARITA shall be entitled to close my account forthwith if it deems the information provided herein to be insufficient or inaccurate, in the event of any breach of the aforementioned Terms and Conditions or any laws with respect to the said account(s) or for any other lawful reason whatsoever

## SIGNATURE CARD

Primary Holder's Name (Please Print)	Signature: x	Date
1 <sup>st</sup> Joint Holder's Name (Please Print)	Signature: x	Date
2 <sup>nd</sup> Joint Holder's Name (Please Print)	Signature: x	Date
3 <sup>rd</sup> Joint Holder's Name (Please Print)	Signature: x	Date
4 <sup>th</sup> Joint Holder's Name (Please Print)	Signature: x	Date:

## ACCOUNT OPENING DETAILS

### TYPE OF INVESTMENT

- Bonds       Equity       Unit Trust Investment, Specify \_\_\_\_\_       Fixed Income  
 Other \_\_\_\_\_

### INVESTMENT MANAGEMENT AUTHORITY

- Full Discretion (Client grants full authority to BARITA to act without consultation)  
 Partial Discretion (Client must be contacted before execution of any trade or transaction)  
 Custody (No discretion to trade. Assets are for safe-keeping and reporting only)

### JOINT RELATION

Open account as:

- And** (All parties to account must sign in order to transact on this account) N.B.: All Equity accounts are mandated as "And"  
 **Or** (Any party to the account can transact business without the signature(s) of the others)

**Note:** In the event that there is more than one client named on an account held with the organization, each named account holder shall be entitled to give instructions on any and all matters with respect to the account unless indicated otherwise via mandate to us. (Refer to Section 20 in the Client Opening Agreement)

### MAILING INSTRUCTION

- Send to mailing address       Send to: \_\_\_\_\_  
 Hold Mail       Fax       Email

**SPECIAL INSTRUCTION:** \_\_\_\_\_

### ONLINE ACCESS:

Kindly indicate your interest in accessing your account online

- Interested       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       Yes       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       Yes       No

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

## GENERAL TERMS AND CONDITIONS FOR OPENING ACCOUNT WITH BARITA

### 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 investments products and other Services provided by 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', 'us', 'our', and words of similar import means 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, sole traders, trusts, entities incorporated by statute and unincorporated associations.

**2.2 'BARITA', 'the Organisation' 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 of a similar nature and content

**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 regulations 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), the Bank of Jamaica (BOJ) 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(s) shall be binding upon you upon our giving to you prior written notice of such amendment(s). 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 by post or by posting same in our branches.

4.2 You agree that you shall be deemed to have accepted any amendment(s) to this Agreement if after receiving notice of such amendment(s); 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 or disbursement 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 any 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 and all account(s) held by you.

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).

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 are required to 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 services to you.

**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 of our 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 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. Instructions**

**21.1** 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**.

**21.2** 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.

**21.3** 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) that you will assume full responsibility for any 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

**21.4** 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.

**21.5** 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 standards in force from time to time that governs our conduct and operations.

**21.6** 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.

## **22. Encashment and Rollovers**

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

**22.2** 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 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 of return shall be the rate of return applied to the said investment automatically.

**22.3 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 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.

## **23. Disclosures**

**23.1** BARITA as a primary dealer facilitates the purchase of Government and Bank of Jamaica instruments and other investment products and

services along with a variety of investment 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.

**23.2** 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

## **24. Termination**

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

**24.2** Termination of this Agreement pursuant to Clause 24.1 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 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 incurred in settling or concluding any and all outstanding obligations (v) and any other fees incurred under this Agreement.

## **25. Jurisdiction**

**25.1** 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 assignees.

## 26. Arbitration

**26.1** 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.

**26.2** 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.

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

## 27. Assignment

**27.1** 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 such assignment whether implied or expressed shall be binding on your personal representatives and you.

## 28. Authorisation

**28.1** 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 BARITA.

## 29. Repurchase Agreements

**29.1** 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, and have understood and hereby agree to be bound by the terms and conditions of the Master Repurchase Agreement or Master Retail Repurchase Agreement (as applicable).

**29.2** 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

**29.3** Repurchase agreements may be initiated either by the buyer and or the seller, subject to either 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.

**29.4** Repurchase agreements are not bank deposits and are not guaranteed under the Jamaica Deposit Insurance Corporation.

## 30. Barita Unit Trust Funds

**30.1** 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 any and all the provisions of the Fund's Trust Deed (including any and all Supplemental Trust 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 nominee from time to time.

**30.2** You understand and agree that the unit values and investment returns will fluctuate and there is no guarantee as to the level of investment returns or performance of the Funds. Further, the Funds are not insured by the Jamaica Deposit Insurance Corporation. However, monies are invested in a Fund that is governed and secured by a Trust Deed.

## 31. 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.

**31.1** 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.

**31.2** 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.

**31.3** 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.

**31.4** If interest or any other payments is made by the issuer or its paying agent are made to us, we shall account to you for the said payment(s),

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 obligations.

**ACCEPTANCE OF GENERAL TERMS & CONDITIONS FOR OPENING ACCOUNT**

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\_\_\_\_

Signed by \_\_\_\_\_  
(Primary Account Holder)

Signed by \_\_\_\_\_  
(1<sup>st</sup> Joint Account Holder)

Signed by \_\_\_\_\_  
(2<sup>nd</sup> Joint Account Holder)

Signed by \_\_\_\_\_  
(3<sup>rd</sup> Joint Account Holder)

Signed by \_\_\_\_\_  
(4<sup>th</sup> Joint Account Holder)

**FOR USE BY BARITA PERSONNEL ONLY:**

**REFERENCE VERIFICATION (PRIMARY)**

Referee 1:	Referee 2:
Is the applicant personally known to you? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is the applicant personally known to you? <input type="checkbox"/> Yes <input type="checkbox"/> No
How many years have you known the applicant? <input type="checkbox"/> 1-5 Yrs. <input type="checkbox"/> 5 Yrs. & Over	How many years have you known the applicant? <input type="checkbox"/> 1-5 Yrs. <input type="checkbox"/> 5 Yrs. & Over
Do you consider him/her to be trustworthy? <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you consider him/her to be trustworthy? <input type="checkbox"/> Yes <input type="checkbox"/> No
Verified by: _____ Date: _____	Verified by: _____ Date: _____

**REFERENCE VERIFICATION (1<sup>st</sup> JOINT HOLDER)**

Referee 1:	Referee 2:
Is the applicant personally known to you? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is the applicant personally known to you? <input type="checkbox"/> Yes <input type="checkbox"/> No
How many years have you known the applicant? <input type="checkbox"/> 1-5 Yrs. <input type="checkbox"/> 5 Yrs. & Over	How many years have you known the applicant? <input type="checkbox"/> 1-5 Yrs. <input type="checkbox"/> 5 Yrs. & Over
Do you consider him/her to be trustworthy? <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you consider him/her to be trustworthy? <input type="checkbox"/> Yes <input type="checkbox"/> No
Verified by: _____ Date: _____	Verified by: _____ Date: _____

**REFERENCE VERIFICATION (2<sup>nd</sup> JOINT HOLDER)**

Referee 1:	Referee 2:
Is the applicant personally known to you? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is the applicant personally known to you? <input type="checkbox"/> Yes <input type="checkbox"/> No
How many years have you known the applicant? <input type="checkbox"/> 1-5 Yrs. <input type="checkbox"/> 5 Yrs. & Over	How many years have you known the applicant? <input type="checkbox"/> 1-5 Yrs. <input type="checkbox"/> 5 Yrs. & Over
Do you consider him/her to be trustworthy? <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you consider him/her to be trustworthy? <input type="checkbox"/> Yes <input type="checkbox"/> No
Verified by: _____ Date: _____	Verified by: _____ Date: _____

**SOURCE OF FUND VERIFICATION (PRIMARY)**

Verification done via Documentary Evidence  
Other \_\_\_\_\_  
Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

**SOURCE OF FUND VERIFICATION (JOINT HOLDER)**

Verification done via: Documentary Evidence Other \_\_\_\_\_  
\_\_\_\_\_  
Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

PLEASE SELECT ONE OPTION: Face to face Client Non-Face to Face Client

CUSTOMER RISK CATEGORY:  Low  Medium  High

**ACCOUNT OPENING DOCUMENTATION CHECKLIST:**

Account No. _____	Sales Person _____		
JCSD Account No. _____	Date: _____		
<input type="checkbox"/> Identification	<input type="checkbox"/> TRN/SSN/SIN	<input type="checkbox"/> 2 References	<input type="checkbox"/> FATCA Self Certification
<input type="checkbox"/> Proof of Address	Social Security # (US residents) National Insurance # (UK residents)	<input type="checkbox"/> Terms & Conditions	<input type="checkbox"/> Source of Fund Evidence

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

Account Approved by: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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