

JMMB SECURITIES (T&T) LIMITED IS A FULLY OWNED SUBSIDIARY OF JMMB INVESTMENTS (TRINIDAD AND TOBAGO) LIMITED

INSTRUCTIONS INDEMNITY

To: JMMB Investments (Trinidad and Tobago) Limited & JMMB Securities (T&T) Limited

In consideration of **JMMB Investments (Trinidad and Tobago) Limited (JMMBITT)** and **JMMB Securities (T&T) Limited (JMMBSTTL)** agreeing to accept non signature bearing instructions (whether notice, demand or other communication) from Me/Us from time to time via e-mail (that is, the sending of transmissions electronically between computers via telephone or other media), oral communication (that is, via the telephone but excluding voicemail) and/or facsimile transmission (that is, the sending of transmissions between fax machines via the telephone network), as may be specified in Appendix A to this Instructions Indemnity (hereafter referred to as "Appendix A") for the operation of My/Our account/s with JMMBITT/JMMBSTTL and without requiring written confirmation bearing actual signatures in accordance with all signed account opening documents including agreements entered into with JMMBITT/JMMBSTTL and Me/Us (such instructions being hereafter referred to as "the Instructions"), I/We confirm that:

1. I/We shall provide JMMBITT/JMMBSTTL with (a) an executed original statement in the form of Appendix A, or an equivalent document; and (b) such other documentation as JMMBITT/JMMBSTTL may request evidencing that this authorization and all related documents have been properly authorized and are in conformity with any other rules, regulations or laws to which I/We may be subject (hereinafter referred to as the "Authorization Documentation" or "authorization").
2. I/We may, from time to time, add or remove accounts or change the medium for sending Instructions by delivering to JMMBITT/JMMBSTTL an executed original statement in the form of Appendix A, or an equivalent document, which shall be effective no later than the **second business day** after receipt by JMMBITT/JMMBSTTL and shall not affect JMMBITT/JMMBSTTL actions or omissions prior to such effective date.
3. I/We agree to strictly limit information about the contents of this authorization to My/Our officers and employees who need to know, and to use My/Our best effort to ensure that such officers and employees at all times treat the contents hereof with strict confidentiality in order to maintain the security of the procedures established hereby. I/We shall immediately notify JMMBITT/JMMBSTTL of any breach or suspected breach or compromise of the security established hereby.
4. I/We agree that subject to section 7 below: (a) as long as JMMBITT/JMMBSTTL acts in accordance with the Instructions and the Authorization Documentation, JMMBITT/JMMBSTTL shall have no further duty to verify the content of any instruction or communication or the identity of the sender or confirmer thereof and I/We expressly agree to be bound by any instructions and communications contained therein, whether or not authorized and regardless of the circumstances prevailing at the time of the Instruction or Authorization, sent in My/Our name and accepted by JMMBITT/JMMBSTTL; and (b) JMMBITT/JMMBSTTL is authorized to rely on and act in accordance with each Instruction or Authorization Documentation received in My/Our name in accordance with this authorization, including without limitation, instructions to pay money or otherwise debit or credit any account, or relating to the disposition of any money, securities or documents or purporting to bind Me/Us to any agreement or other arrangement with JMMBITT/JMMBSTTL or with any other

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person or to commit Me/Us to any other type of transaction whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of such Instruction.

5. I/We agree that in the case of joint account holders where the signing instructions on the joint account are for “anyone to sign”, that is, any one of the joint account holders may sign : (a) the execution of this Instruction Indemnity by one account holder authorizes any/ all other joint account holder(s) to give non-written instructions, without the need for that joint account holder(s) to execute the said Instruction Indemnity; and (b) notice of the terms of this Instruction Indemnity to one joint account holder is deemed to be notice to any/all other joint account holder(s), and all joint account holders will be bound by the terms of this Instruction Indemnity and any Instructions given in relation to the joint account pursuant thereto. I/We undertake to inform all joint account holder(s) of the execution of this Instruction Indemnity and the terms contained herein.
6. I/We acknowledge that in the case of a joint account where the signing instructions on the account are NOT for “anyone to sign”, that is two (2) or more persons must sign or there are special signing instructions, all parties to that account must execute this Instruction Indemnity. I/We understand however that an Instruction Indemnity in relation to oral communication shall not apply to any joint account where two (2) or more persons must sign or there are special signing instructions. Oral instructions will not be acted on in relation to that joint account.
7. I/We acknowledge that oral instructions given in accordance with this Instruction Indemnity shall be limited to transactions in the amount of Two Hundred and Fifty Thousand Trinidad and Tobago Dollars (**TT\$250,000.00**) or less in relation to both equity and non-equity transactions. Amounts over Two Hundred and Fifty Thousand Trinidad and Tobago Dollars (**TT\$250,000.00**) shall be followed by an email or written instructions confirming the oral instruction, and this email shall be sufficient evidence that the oral instruction is confirmed. I/We acknowledge that JMMBITT/JMMBSTTL may in its absolute discretion vary the amount set out in this clause at any time, in accordance with the terms set out in clause 13 of this Instruction Indemnity.
8. I/We accept that all instructions for transactions received via electronic communications i.e fax, or email communication, shall be subject to JMMBITT/JMMBSTTL’s call back procedure. I/We confirm that the person(s) and contact information identified in Appendix A for this purpose is(are) the only person(s) authorized to confirm instructions via the call back process, and the telephone numbers prescribed are the only telephone numbers to be used in the said process. I/We accept and agree that if JMMBITT/JMMBSTTL uses best efforts to conduct a call back, but are unable to do so due to my/our unavailability, JMMBITT/JMMBSTTL is not bound to complete the instruction received via oral, fax or email communication, and the indemnities outlined in the following sections apply to any loss or damage or potential loss or damage related to the non-completion of the instruction.
9. JMMBITT/JMMBSTTL may in its absolute discretion, decline to act on or in accordance with the whole or part of any Instructions pending further enquiry or further confirmation (whether written or otherwise) by me/us, so however that JMMBITT/JMMBSTTL shall not be under any obligation to so decline in any case, and JMMBITT/JMMBSTTL shall in no event or circumstance be liable in any respect for not so declining.
10. I/We acknowledge that instructions given in accordance with this Instruction Indemnity will not apply to the following types of transactions:

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- (i) changing signing instructions on accounts;
- (ii) adding persons to existing accounts;

11. I/We acknowledge that the security procedures provided by JMMBITT/JMMBSTTL are designed to verify the source of a communication and not to detect errors in the Instructions or content including discrepancies between account names and numbers and that JMMBITT/JMMBSTTL, or any intermediary, may execute an Instruction by reference to the account number only, even if the name on the account is also provided.
12. I/We hereby irrevocably agree that as long as JMMBITT/JMMBSTTL acts in compliance with the Instructions and Authorization Documentation, I/We shall at all times keep JMMBITT/JMMBSTTL fully indemnified and shall at all times hold JMMBITT/JMMBSTTL free and harmless from and against any and all responsibility for, and any and all costs, claims, actions, proceedings, demand, losses, diminution in value of property, damages, expenses or liabilities incurred or sustained by JMMBITT/JMMBSTTL of any nature whatsoever (including direct or indirect losses and whether remote or not) and howsoever arising out of or in connection with the Instructions resulting from JMMBITT/JMMBSTTL having acted in accordance with the whole or any part of the Instructions and Authorization Documentation or having exercised (or failed to exercise) the discretion conferred upon JMMBITT/JMMBSTTL in Clause 4 above, together with any and all attendant costs and expenses including JMMBITT/JMMBSTTL's reasonable legal fees and expenses, (collectively referred to as "Losses"). I/We irrevocably hereby agree, upon demand to fully indemnify and hold JMMBITT/JMMBSTTL free and harmless from and against any and all Losses and on demand to pay such amounts to JMMBITT/JMMBSTTL. This paragraph shall survive the termination or invalidity of this authorization or any portion hereof.
13. This authorization may be terminated by either party hereto upon **ten (10) days** prior written notice to the other, provided, however, that this authorization may be terminated by JMMBITT/JMMBSTTL immediately without notice in the event JMMBITT/JMMBSTTL deems the security of the Authorization Documentation established hereby has been materially compromised or breached; and provided further that termination by JMMBITT/JMMBSTTL or me/us shall not affect JMMBITT/JMMBSTTL's rights or release me/us from my/our obligations, including without limitation, to indemnify JMMBITT/JMMBSTTL, with respect to any Instructions received by JMMBITT/JMMBSTTL prior to termination.
14. The unenforceability or invalidity of any provision of this authorization shall not render any other provision unenforceable or invalid. This authorization may not be amended except in writing executed by Me/Us and accepted by JMMBITT/JMMBSTTL. Any notices provided for herein, shall be in writing, and shall be deemed to have been given when delivered personally, or when deposited in the mail, certified, postage prepaid, or sent by authenticated telecommunications, to the addresses provided below. I/We understand that any policy changes by JMMBITT/JMMBSTTL in relation to this Instructions Indemnity shall be communicated to Me/Us through the current means by which JMMBITT/JMMBSTTL conveys information to Me/Us and I/We hereby agree that such information once dispatched shall be deemed read by Me/Us.
15. I/We hereby acknowledge that where non signature bearing and/or facsimile instructions are later duplicated or contradicted by instructions bearing a signature, JMMBITT/JMMBSTTL may act on those signature bearing instructions as well as the previous non signature bearing and/or facsimile instructions. If this should occur I/We acknowledge that JMMBITT/JMMBSTTL shall not bear any

APPENDIX A

This Instructions Indemnity Agreement covers Instructions sent to JMMBITT/JMMBSTTL via:

- E-mail** (state email address (1) _____ (2) _____)
- Oral communication** (shall not apply to joint accounts where 2 or more persons are to sign or where there are special instructions)
- Facsimile transmission**

The accounts listed below are to be **included in / removed from** this Instructions Indemnity

Add or Remove	Account No.	Account Name	Client Name	Client No.

Call back confirmations:

The following persons are authorized to issue call back confirmations through the following telephone numbers:

- 1. Name: _____ Telephone number: _____
- 2. Name: _____ Telephone number: _____

Address for Notices:

Attention: -----

JMMBITT/JMMBSTTL is hereby requested and authorized but is not obliged to rely upon and act in accordance with Instructions (whether notice, demand or other communication) transmitted via the medium specified above from the persons listed below, without JMMBITT/JMMBSTTL having to inquire as to the authority or identity of the person giving or purporting to give the Instructions and regardless of the circumstances prevailing at the time of such Instructions:

 Name of Authorized Person

 Signature of Authorized Person

 Name of Authorized Person

 Signature of Authorized Person

Name of Authorized Person

Signature of Authorized Person

Justice of the Peace/ Notary Public
*(Required ONLY if Indemnity is NOT signed in the presence
of a JMMBITT/JMMBSTTL agent)*

Date

SEAL

I certify that this document is a true copy of the original.