



**TO: JMMB GROUP LIMITED and all its subsidiaries and affiliated companies**

**GIFC-062020**

*(including: Jamaica Money Market Brokers Ltd. (JMMB Investments); JMMB Bank (Jamaica) Limited; JMMB Investments (Trinidad & Tobago Ltd.); JMMB Bank (T&T) Ltd.; Banco de Ahorro y Crédito JMMB Bank S.A.; JMMB Puesto de Bolsa S.A.)*

**Authority and Indemnity re Facsimile and Electronic Mail Instructions for Corporate Clients**

*The term "JMMB Group" when used in this document means, collectively, JMMB Group Limited and all of its worldwide subsidiaries and affiliated companies, whether such subsidiaries and affiliated companies are now in existence or are subsequently formed or become affiliated with JMMB Group Limited.*

Each of the undersigned (collectively, the "Client") hereby authorizes JMMB Group to act on non-signature bearing instructions for the operation of the Client's account(s) with JMMB Group indicated below at Section B (each, an "Account") which it receives by any of the methods approved by the Client below at Section A (hereinafter referred to as the "Instructions"). In consideration of JMMB Group, any of its officers or agents or otherwise accepting the Instructions, whether the Account is individual or joint, the Client agrees:

1. that JMMB Group may accept and act on the Instructions sent by the Client from time to time and the Client voluntarily and with full knowledge takes and assumes any and all risks associated with the Instructions;
2. that whenever the Instructions are received by JMMB Group and purportedly sent by the authorized signer(s) on an Account (subject to specific signing instructions on the Account, e.g. "any one to sign" or "all to sign"), JMMB Group shall have no obligation to check or verify the authenticity or accuracy of the Instructions or the identity of the sender or confirmer of the Instructions and may act on the Instructions as if they had been duly provided in writing under the Client's signature or given by the Client in person at one of JMMB Group's offices;
3. to irrevocably authorize JMMB Group to execute the Instructions immediately upon first receipt by any of the methods approved by the Client below at Section A or from time to time (e.g. fax or email), and to debit the Client's Account with all sums of money whatsoever, interest on money, costs, charges and expenses which JMMB Group may incur or charge as a result of its complying with the Instructions. Where the Instructions are later duplicated or contradicted by instructions bearing signatures, JMMB Group may act on those signature-bearing instructions as well as the previous Instructions sent in accordance with this authorization. If this should occur the Client acknowledges that JMMB Group shall not bear any loss or damage resulting from acting on both sets of instructions and the Client hereby agrees to indemnify JMMB Group against all losses, liabilities, claims or damages which may arise. JMMB Group in line with good customer service may endeavor to assist the Client to rectify, however JMMB Group is not obligated to do so. Transactions involving a third party are at the sole discretion of that party to assist in rectifying;
4. that in acting on the Instructions, JMMB Group will at all times be deemed to have acted properly in executing the Instructions and to have completely performed all obligations owed to the Client, notwithstanding that the Instructions received by JMMB Group purportedly from the Client may have been initiated or communicated in error or fraudulently, or without or in excess of any required authority and notwithstanding any error or misunderstanding or lack of clarity in the terms of such Instructions. The Client agrees that JMMB Group may execute any Instructions by reference to the Account number only, even if the name on the Account is also provided (including where there may be a discrepancy between the two). The Client shall at all times be bound by the Instructions received by JMMB Group and purportedly sent by the Client from time to time on which JMMB Group may act;
5. that JMMB Group reserves the right, in its absolute discretion, not to act on the Instructions received in whole or in part. Without limiting that absolute power, JMMB Group may refuse to act on the Instructions if JMMB Group believes that the Instructions were fraudulently provided. In its sole and absolute discretion, JMMB Group may put the Instructions on hold pending further enquiry or further confirmation (whether written or otherwise) by the Client. JMMB Group shall in no event or circumstances be held liable in any respect for any costs or losses suffered from declining to accept or act on the Instructions or putting the Instructions on hold;
6. that notwithstanding the above, JMMB Group is not obligated to carry out such further enquiry or seek or obtain further confirmation, and it may proceed to act in accordance with the Instructions and shall in no event or circumstances be held liable in any respect for any costs or losses suffered from so proceeding;
7. JMMB Group may from time to time change its policies in relation this authorization without notice to the Client. These policy changes include the types of instructions to which this authorization may or may not apply. Unless otherwise changed by JMMB Group, the policy is that this authorization will not apply to:
  - (i) changing signing instructions on accounts;
  - (ii) adding persons to existing accounts;
  - (iii) applications for cards (including debit and credit cards); and
  - (iv) applications for loans, hypothecations and guarantees;
8. to indemnify JMMB Group, its officers, agents and assigns and to keep each of them free and harmless from and against all actions, proceedings, liabilities, claims, damages, diminution in value of property, costs, losses and expenses of any nature whatsoever and howsoever arising out of or in connection with JMMB Group acting on the Instructions in whole or in part sent or having exercised (or failed to exercise) the discretion conferred upon JMMB Group in paragraph 5 above. The Client irrevocably agrees to pay such amounts to JMMB Group that arise pursuant to this paragraph on demand. This paragraph shall survive the termination or invalidity of this authorization or any portion of it;
9. to be jointly and individually liable under this authority and indemnity in respect of any and all joint Accounts;
10. that JMMB Group is providing the Client with an additional contractual service via this authorization, and will hold and enforce its terms on the Client and any Account holder(s) that are currently on or that may be added to the Client's Account for which this service will apply. The Client agrees that notice of the terms of this authorization 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 herein. The Client undertakes to inform all joint Account holder(s) of the execution of this authorization and its terms;
11. that the Client acknowledges that providing the Instructions is for the Client's convenience and in the Client's interest only and at the Client's sole discretion and is not a feature of the Client's Account with JMMB Group;
12. that this authorization will operate to terminate and supersede all previous authorities that the Client gave to JMMB Group to accept non-signature bearing instructions on an Account;
13. that this authorization may be terminated by the Client or by JMMB Group upon ten (10) days' prior written notice to the other, provided, however, that this authorization may be terminated by JMMB Group immediately without notice in the event JMMB Group deems the security of the procedures hereby established

to have been, or may be, materially compromised or breached; and provided further that termination by JMMB Group or the Client shall not affect JMMB Group's rights or release the Client from the Client's obligations, including without limitation, to indemnify JMMB Group with respect to any Instructions received by JMMB Group prior to termination;

14. JMMB Group may from time to time in writing vary, add to or replace the terms and conditions in this indemnity and unless the Client terminates this authorization, the Client will be deemed to consent and agree to each such variation, addition and replacement which shall be binding on the Client;
15. that this authorization in all respects shall be construed in accordance with and governed by the laws of the country where the member company of the JMMB Group is located.

<b>SECTION A</b>		
<b>Method of Transmission of Instructions</b>		
<i>Please indicate the method(s) for the transmission of Instructions to JMMB Group which are approved or not approved by the Client by checking the appropriate box. For each method of transmission the Client must indicate either Yes or No.</i>		
<b>Method of Transmission of Instructions</b>	<b>Yes</b>	<b>No</b>
1. Facsimile (by way of fax machine using telephone network, hereinafter referred to as "Fax")	<input type="checkbox"/>	<input type="checkbox"/>
2. Electronic mail (by the means of transmitting information electronically between computers via the worldwide web hereinafter referred to as "E-mail") at the e-mail addresses indicated below:	<input type="checkbox"/>	<input type="checkbox"/>
Email Address: _____; _____		

<b>SECTION B</b>	
<b>Accounts</b>	
<i>Please indicate the JMMB Group Accounts that the Client wishes to give Instructions on the terms set out in this Indemnity. Please select <b>only one (1)</b> of the following options:</i>	
<input type="checkbox"/>	Option 1: Apply indemnity to <b>all</b> JMMB Group accounts under Corporate UCIN _____ (including those accounts now in existence and those that may be subsequently opened)
<input type="checkbox"/>	Option 2: Apply indemnity <b>only</b> to the JMMB Group accounts listed below <i>(list accounts to be included below)</i>
<input type="checkbox"/>	Option 3: Apply indemnity to all JMMB Group accounts under Corporate UCIN (including those accounts now in existence and those that may be subsequently opened) _____ <b>except</b> those listed below <i>(list accounts to be excluded below)</i>

*If you selected Option 2 or 3 above, please complete the table below:*

UCIN	JMMB Group Company	Account No.	Account Name

Signed on behalf of (Company Name): \_\_\_\_\_

**Signed by:**

*(This document should be signed by 2 directors (or 1 director and the company secretary) and the seal affixed)*

Name _____	_____
Title: _____	Signature
Name _____	_____
Title: _____	Signature (Company Seal)

Date: \_\_\_\_\_

**FOR INTERNAL USE ONLY**

JMMB Group Officer:  
 Received by: \_\_\_\_\_

Name	Signature	Date
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Input by: \_\_\_\_\_

Name	Signature	Date
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