



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

**GIFC-122023**

*(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 Credito JMMB Bank S.A.; JMMB Puesto de Bolsa S.A.)*

**Authority and Indemnity re 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.*

The Client of JMMB Group named below (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 electronic method approved by the Client below at Section A (hereinafter referred to as the "Instructions", which Instructions shall include those specified at Section C (as may be varied by the Client). 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 or such other person as the Client may from time to time nominate as authorized to transmit the Instructions (such as an employee or agent) (each an "Nominated Sender"), 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. Where any Nominated Sender exceeds the authority given, the Client agrees that it is fully liable for the transaction and otherwise. Instructions must at all times meet the specific signing instructions on the Account, e.g., "any one to sign" or "all to sign".
3. to irrevocably authorize JMMB Group to execute the Instructions immediately upon first receipt by electronic method approved by the Client below at Section A or from time to time 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.

SECTION A	<u>Electronic Method of Transmission of Instructions</u>
<p>The person(s) listed below is/are the authorized signing officer(s) in accordance with any company mandates currently in effect for operating my/our accounts with JMMB Group Limited via 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:</p>	
Authorized Signer's Name	Email Address(es)

SECTION B	<u>Accounts</u>
<p>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:</p>	
<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

SECTION C	<u>Specific Instructions</u>		
<p>The Client hereby issues the following Instructions to JMMB Group:</p>			
<p>1. As specified below, JMMB Group shall issue any of the specified information (<b>corresponding to the lettered options</b>) to the Nominated Persons (persons granted authority by the Client to transmit Instructions that have been issued by Authorized Signers) upon their request:</p>			
Name	Email Address	TRN	Permitted Disclosures
			<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D
			<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D
			<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D
			<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D

- A. Request statements, account balances, tax certificates & audit confirmations on accounts.
- B. Send email with requests for updates to corporate records (**letter/relevant JMMB Group form must be attached and signed by Authorized Signers & or Directors**).

- C. Send email with transaction requests signed by the account(s) authorized signatories attached. Authorized Signers must be copied in the email. **(Once JMMB receives the email, a telephone call will be made to the authorized signer(s) to verify the authenticity of the letter/confirm the transaction).**
- D. Initiate transaction to **roll** Sure Investor and/or Certificate of Deposit when matured. Authorized Signers must be copied in the email. **(Once JMMB receives the email, a telephone call will be made to the authorized signer(s) to verify the authenticity of the request to change the rollover period).**

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 or as otherwise permitted by the entity's Constitutive documents)*

Name	Signature
Title:	
Name	Signature

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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