



CORPORATE CLIENT INVESTMENT ACCOUNT SCHEDULE

Account Number

This Schedule comprises part of and is made pursuant to Jamaica Money Market Brokers Limited's standard form Client's Contract ("the Agreement", as may hereafter be amended or replaced from time to time) and is subject to and governed in its entirety by the Agreement (and the Agreement is hereby incorporated herein by reference), and each of the undersigned hereby acknowledges that the Agreement has been made between the client(s) listed at Item 2 of Appendix I (hereinafter called "the Corporate Client" which expression shall include the Group's successors and assigns) and **JAMAICA MONEY MARKET BROKERS LIMITED** ("hereinafter called "the Manager"/JMMB which expression shall include the Manager's successors and assigns") and is binding on them. Words given a defined meaning in the Agreement shall bear the same meaning when used in this Schedule.

WHEREAS:

- A. The Corporate Client wishes to invest funds on behalf of their clients;
- B. The Corporate Client is desirous of having its initial funds and subsequent investments professionally managed; and
- C. The Manager is engaged in the business of providing professional management and investment services and the administration and organization of investment funds.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Words given a defined meaning in the Agreement shall, unless the context requires otherwise, bear the same meaning when used in this Schedule and the capitalized words and phrases used in this Schedule shall, unless the context requires otherwise, have the meanings set forth below.

"Appendix" means the appendices attached hereto, contemplated by and incorporated into this Schedule.

"Corporate Client Account" shall mean the account and/or accounts of a Corporate Client where Investments are made to Sub Accounts.

"Corporate Client Fund" shall mean the fund comprising of Securities purchased and managed by the Manager from Investments and Securities from other corporate clients which are managed and invested by the Manager together with all gains and earnings thereon and accretions thereto.

"General Encashment Charge" means the encashment charge outlined in Item 3 of Appendix I or such other amount as the Manager may from time to time notify the Corporate Client and shall represent the amount realized on encashments to each Sub Account.

"Investments" shall mean any funds paid into the Corporate Client Account by the Corporate Client for the Manager to purchase and manage Securities for and on behalf of Sub Account Holders.

"Management Fee" shall mean the management fee specified in Item 4 of Appendix I or such other sum as the Manager may from time to time notify the Corporate Client charged to each Sub Account.

"Manager" shall mean Jamaica Money Market Brokers Limited, its successors and assigns

"Mandate" shall mean the relevant instructions and/or mandate required under any law to be obtained by the Corporate Client from Sub Account Holders prior to making Investments as outlined in Appendix II.

"Minimum Transaction Size" shall mean the amount specified in the Appendix or such other sum as the Manager may from time to time notify the Corporate Client.

"Permitted Minimum Balance" shall mean the amount specified in the Appendix or such other sum as the Manager may from time to time notify the Corporate Client.

“Securities” shall mean Securities of whatever description denominated in or indexed to the currency specified in the applicable Schedule hereto, and all amounts specified in the Schedules hereto are denominated in that currency.

“Services” shall mean the services described in clause 6;

“Statements” mean the statements generated by the Manager to Corporate Clients outlining the statement of activity and value of Securities in the Corporate Client Account and/or Sub Accounts, which shall be delivered in the manner stated in Item 5 of Appendix I.

“Sub Account” or “Sub Accounts” shall mean any account or account held in the names of Sub Account Holders in accordance with the terms herein.

“Sub Account Holders” shall mean any 1 or more of the Corporate Client’s customers or clients, who instruct the Corporate Client to make Investments.

“Transaction” shall mean investment or encashment requests from the Corporate Client to the Manager regarding a Sub Account.

- 1.2 In this Schedule, unless the contrary intention appears, a reference to:
- (i) the masculine form shall include the feminine and neuter forms and the singular form shall include the plural form, and vice versa;
 - (ii) a provision of law is reference to that provision as amended or re-enacted;
 - (iii) a clause or schedule is a reference to a clause or schedule of this Schedule;
 - (iv) a person includes its successors and assigns;
 - (v) the headings in this Schedule are for convenience only and are to be ignored in construing this Schedule.
 - (vi) “J\$” denotes Jamaica dollars and “US\$” denotes United States Dollars

2. COMMENCEMENT AND DURATION

This Schedule shall take effect from the date stated in Item 2 of the Appendix I and sets forth all the rights and obligations affecting all Investments and will remain in force until and unless terminated by either party in accordance with the provisions hereinafter appearing.

3. CONSEQUENCES OF EXECUTION

3.1 The execution of Schedule means that the Corporate Client has read, understood and agreed to be bound by the terms and conditions of this Schedule and the Agreement.

3.2 Upon the execution of this Schedule, the Corporate Client warrants to the Manager that, where required by law, it has obtained the Mandate from its Sub Account Holders.

4. PRELIMINARY

4.1 The Corporate Client hereby acknowledges that JMMB will not be obliged to carry out the Services on its behalf unless the Corporate Client has obtained the Mandate.

4.2 The Corporate Client hereby authorizes the Manager to do anything which it considers necessary or appropriate to carry out the Services or to comply with any applicable law or regulations as may reasonably be appropriate. The Client hereby agrees to ratify and confirm everything lawfully done by the Manager in the exercise of such discretion.

4.3 The Manager shall be entitled to treat the Corporate Client as its client, and has no obligation and accepts no liability to any other person for whom the Corporate Client may be acting as an agent, intermediary or fiduciary (whether or not the existence or identity of such person has been disclosed to the Manager) and the obligations of the Corporate Client to JMMB shall not be diminished in any way by reason of the Corporate Client so acting.

5. APPOINTMENT OF THE MANAGER

The Corporate Client HEREBY APPOINTS the Manager to be its manager and agent to invest, administer and manage the Corporate Client Account, and the Manager may in doing so treat the Corporate Client’s Account as a component of the Corporate Client Fund or any other fund or scheme which the Manager deems in the best interest of the Corporate Client.

6. RESPONSIBILITIES OF THE MANAGER

In accordance with the above, the Manager shall have the following powers and responsibilities:

Management

- (i) The Manager shall manage and administer the Corporate Client Account to the best of the Manager's ability and in the interest of the Corporate Clients, subject to the terms and conditions of this Schedule.
- (ii) The Manager shall not be obliged to consult the Corporate Client prior to effecting any trade or dealing made on the Corporate Client's behalf unless otherwise agreed.
- (iii) The Manager shall have the responsibility for the preparation of all contracts and other documents necessary or convenient for the management of the Corporate Client Account, and the Manager may sign such contracts and documents where it is convenient so to do or may require the Corporate Client representative(s) to sign same.
- (iv) The Manager shall calculate and make payment of all disbursements, and all other payments due to be made under the Schedule, and keep true and full accounts of all monies passing through its hands and of all other matters so as to show the essential particulars relating to the Corporate Client Account.
- (v) The Corporate Client hereby acknowledges that its Investments are subject to taxation, and regulation under all the applicable laws, rules and regulations; and consents to the Manager discharging its obligations under the said applicable laws rules and regulations including the obligation to withhold and pay over the requisite withholding tax.

Obligation to Invest

- (vi) The Manager shall in its discretion invest the Investments in Securities and may deal in and alter such Securities from time to time.
- (viii) The Manager may maintain the Corporate Client Accounts separate from other client monies under its management or may consolidate and commingle the Corporate Client Account with such other monies, may maintain a separate account of the Corporate Client Accounts or may appropriate to the Corporate Client a share of a consolidated and commingled fund, or may adopt such other methodology for accounting for the quantum and value of the Corporate Client Account as the Manager finds convenient.
- (viii) The Corporate Client authorizes the Manager to deduct all expenses that may be incurred in relation to the Corporate Client' Accounts from any of the Corporate Client Accounts. It is hereby disclosed to the Corporate Client that such expenses may include a margin made by the Manager in brokering to the Corporate Client Fund investments acquired by the Manager on behalf of the over by the Corporate Client.
- (ix) The Corporate Client authorizes the Manager to exercise all rights, functions and privileges which now or hereafter could be exercised by the Corporate Client itself in relation to any of the Investments comprising the Corporate Client Accounts or otherwise.

Inter-client Trading

- (x) It is understood and agreed that, in order to promote the flexibility and liquidity of the Corporate Client Account Fund, and to facilitate new investments and the encashment of existing investments from time to time by the Corporate Client and other clients of the Manager whose individual funds comprise the Fund:
 - (i) The Manager may from time to time in the ordinary course of managing the Corporate Client Account sell to such other clients assets comprised in the Corporate Client Account. Similarly, the Manager may from time to time purchase on behalf of the Corporate Client, assets comprised in the individual funds of such other clients; and
 - (ii) This inter-client trading may at times result in the purchase for the Corporate Client Account assets earning lower yields than corresponding assets sold from the Corporate Client Account to other clients, in particular where interest rates are trending downwards, and there may be short periods when part of the Corporate Client Account will be comprised of non-interest-bearing cash deposits as a result of such inter-client trading.

Charges and Fees

- (xi) The Corporate Client undertakes to pay the General Encashment Charge and authorizes the Manager to deduct such sums from the Sub Account with each encashment request.
- (xii) The Corporate Client undertakes to pay the Management Fee and authorises the Manager to deduct such sums from each Sub Account or on such instances as indicated by the Manager to the Corporate Client.

Statements and Contract Notes

- (xiii) Where the Corporate Client executes a Transaction the Manager shall prepare a monthly Statement for the Sub Account. If there are no Transactions, Statements shall be prepared quarterly for the Sub Account.
- (xiv) Where the Corporate Client requests a Statement it shall indicate to the Manager the Sub Account to which it relates to.
- (xv) The Corporate Client agrees that all documentation to be provided by the Manger in connection with will be held at the offices of the Manager pending the Corporate Client collecting such documentation. The Corporate Client further agrees that such information as the Manager is required to provide to him may be provided in electronic form via moneyline at JMMB's website at www.jmmb.com or, if the Corporate Client elects, by electronic mail to the address supplied by the Corporate Client.

7. NATURE OF THE CORPORATE CLIENT ACCOUNT

7.1 The assets comprising the Corporate Client Account shall be held by the Manager as agent for and on behalf of the Corporate Client and shall not form a part of the assets of the Manager, and shall not represent a deposit or other debt obligation in respect of which the Manager owes the Corporate Client any repayment liability whatsoever.

7.2 The Manager, in holding the assets comprising the Corporate Client Account on the Corporate Client's behalf, is an agent for the Corporate Client and is not a Trustee. The equitable obligations and duties of trusteeship shall not apply to the Manager.

7.3 The Corporate Client shall have a direct traceable proprietary interest in the particular Securities acquired by the Manager with the Investments pursuant to this Schedule. This is not a unit trust or similar scheme.

8. THE CORPORATE CLIENT'S RESPONSIBILITIES

8.1 The Corporate Client shall provide the Manager with any information on Sub Account Holders as the Manager shall request. Such information shall include any anti money laundering information requested by the Manager.

8.2 For each Transaction, the Corporate Client shall indicate to the Manager the Sub Account to which it relates to.

8.3 The Corporate Client must clearly designate at least two duly authorized representatives of the Corporate Client who will operate Corporate Client Account exclusively. The Corporate Client shall provide the Manager with a mandate setting out the names, addresses and specimen signatures of these representatives, along with an executed power of attorney or other written Instrument evidencing the authority given to the authorized representatives by the Corporate Client.

8.4 Presentation to the Manager of the information required by the preceding clause 8.3 constitutes a warranty by the Corporate Client that the representatives are in fact duly authorized to operate the account on the Corporate Client's behalf.

8.5 The duly authorized representatives of the Corporate Client can only be varied by written notice to the Manager along with the requisite information and evidence of authority.

8.6 The Corporate Client shall indemnify the Manager in full (including all legal costs) in respect of all losses (including consequential financial losses) accruing to the Manager as a result of the Corporate Client's breach of this warranty. In the event that the monies received from clients by the Corporate Client for investment in the Corporate Client Fund is in cash, the Corporate Client will ensure that the client fills out a Source of Funds Form to be submitted to the Manager.

8.7 The remuneration and charges payable to the Manager in connection with the operation and administration of the Corporate Client's Fund are specified in the Appendix. The Corporate Client hereby authorizes the Manager to charge and deduct from the Corporate Client's Fund, the sums payable to the Manager. The Manager may from time to time vary these charges and

remuneration rates and/or its method of calculating same, by giving notice thereof to the Corporate Client.

8.8 The Corporate Client undertakes to obtain the Mandate and the Client Authorisation set out in Appendix IV, prior to investing their clients' monies in the Corporate Client Fund. The Corporate Client hereby agrees to indemnify the Manager from any liability and all expenses including legal and out-of-pocket expenses (on a full indemnity basis) incurred by the Manager in connection with any proceedings, legal or otherwise, involving the Manager in connection with this Corporate Client Account, whether such proceedings are brought by the Corporate Client's customers or a third party.

8.9 The Corporate Client shall pay the General Encashment Charge for each encashment request made to Sub Accounts and the Management Fee.

9. POWER OF ATTORNEY

The Corporate Client hereby irrevocably appoints the Manager, the Corporate Client's attorney for the purposes of doing all things on behalf of the Corporate Client in the course of managing the Corporate Client Account, and in particular (but without prejudice to the generality of the foregoing) to execute all documents whatsoever and to make demands and give instructions all on behalf of the Corporate Client.

10. ENCASHMENT AND REALIZATION

10.1 Subject to the terms and conditions contained in this Schedule, should the Corporate Client wish to encash all or any of the Sub Accounts the Manager will use its best efforts to effect the transaction as speedily as is reasonably practicable, the following shall apply in relation to the encashment and realization of all or part of the Sub Account:

- (i) The Corporate Client agrees to limit encashments so that the value of the Corporate Client's Fund is at all times at least the applicable Permitted Minimum Balance. In the event that an encashment by the Corporate Client results in the value of a Sub Account falling below the Permitted Minimum Balance, the Manager may liquidate the balance of the Sub Account, close the Sub Account and pay the net proceeds thereof to the Corporate Client;
- (ii) The Manager may decline to facilitate any request by the Corporate Client for an encashment of less than the Minimum Transaction Size.

10.2 The Manager may, by notice in writing to the Corporate Client, from time to time vary any of the percentages, amounts or periods specified in Items 3,4, and 5 of the Appendix hereto.

10.3 In the event that the Manager determines that the Corporate Client has on an encashment from a Sub Account has been overpaid by the Manager due to an error in respect of the valuation of the Corporate Client Account, the Manager's determination accompanied by presentation of the standard method of calculation thereof shall be conclusive and binding on the Corporate Client, and the Corporate Client shall immediately on the demand of the Manager refund in full to the Manager any such overpayment and the overpayment shall be recoverable by the Manager as a debt owing by the Corporate Client, and the Corporate Client shall pay interest thereon to the Manager at the rate then determined by the Manager, as from the date of such demand until the overpayment and such interest are repaid in full to the Manager.

11. TERMINATION

This Schedule may be terminated at any time hereafter by either the Corporate Client or the Manager giving to the other not less than 14 business days notice in writing, whereupon the Corporate Client Account will be liquidated and paid (net of fees) to the Corporate Client as speedily as is reasonably practicable, having regard to the time it may take for the funds to become free and clear.

12. NOTICE

Any notice hereunder may be served on either party sending such notice by prepaid registered letter or by telex or by facsimile transmission or other electronic mail, and shall be deemed to have been received by the addressee (in the case of notice by ordinary mail) five days after postage and (in the case of electronic communication) on the day following transmission.

13. CONFIDENTIALITY

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law.

14. EXCLUSION OF LIABILITY

The Manager shall not be liable for any capital loss or diminution in value in the Corporate Client Account, or for any other loss, damage, costs or expenses that may occur in consequence of any act or omission by the Manager unless the Manager be guilty of actual fraud at common law whereby loss is sustained by the Corporate Client, and the Corporate Client agrees not to pursue any claim against any servant or

agent of the Manager for any cause of action other than such fraud. The Manager's obligation in relation to achieving an appreciation in the value of the Corporate Client Account is on a best efforts basis only.

15. JURISDICTION AND INTERPRETATION

This Schedule shall be construed, administered and enforced according to the law of Jamaica, and the parties hereto hereby submit to the exclusive jurisdiction of the Jamaican Courts.

16. INTEGRATION

This Schedule constitutes the entire agreement between the Manager and the Corporate Client, to the exclusion of any and all prior or collateral representations correspondences and warranties (express or implied). All rights and obligations as between the parties shall be governed by the express terms of this Schedule.

17. VARIATION

he Manager may from time to time, if the Manager deems it appropriate to do so, given changes to the tax or regulatory environment or other material considerations, vary or add to the terms and conditions of this Schedule upon written notice to the Corporate Client.

JAMAICA MONEY MARKET BROKERS LIMITED:

.....
Authorised Signatory

.....
Authorised Signatory

CORPORATE CLIENT:

.....
Authorised Signatory

.....
Authorised Signatory

APPENDIX I

1. Date of this Agreement: The day of 20.....
2. Corporate Client Name.....
3. Address.....
.....
4. General Encashment Fee of 0.125% of the encashment amount will apply to each encashment.
5. Permitted Minimum Balance.....
6. Management Fee will be incurred as a percentage, 2% of each individual's investment balance.
7. The Corporate Client will receive a statement of activity and value of assets in the Corporate Client's account, each month in which there is a transaction on the account, but in months when there are no transactions on the Corporate Client's account statements will be sent quarterly instead of monthly.
8. Please select only ONE by ticking the appropriate circle

Mail	<input type="radio"/>	Email _____	<input type="radio"/>
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**APPENDIX II
MANDATE**

NAME OF MAIN ACCOUNT

MAIN ACCOUNT NUMBER

NAME OF SUB ACCOUNT HOLDER(s):.....

TYPE OF PROFESSION/OCCUPATION:.....

PROOF OF PROFESSION *(tick what has been provided):*

Certificate of Incorporation	[]
Partnership Agreement	[]
Memorandum of Association	[]
Articles of Association	[]
Articles of Incorporation	[]
Charter	[]
Minutes of Meeting	[]

NAME OF AUTHORISED REPRESENTATIVES:

NAME	SPECIMEN SIGNATURE	TRN
1).....
2)
3).....
4)

SIGNING INSTRUCTION: ANY ONE TO SIGN TWO TO SIGN SPECIAL INSTRUCTIONS

INSTRUMENT VESTING AUTHORITY *(tick what has been provided):*

Power of Attorney	[]
Letter of Authority	[]
Minutes of Group Meeting	[]
Trust Deed	[]
Other (Specify)	

SIGNED for and on behalf of)
Jamaica Money Market Brokers)
Limited by in the presence of:)

.....
WITNESS

SIGNED for and on behalf of)
in the presence of:)

.....
WITNESS

**APPENDIX III
SUB ACCOUNT INFORMATION**

NAME OF MAIN ACCOUNT

MAIN ACCOUNT NUMBER

SUB ACCOUNT HOLDER IS COMPANY INDIVIDUAL

TYPE OF PROFESSION/OCCUPATION.....

PROOF OF PROFESSION (for legal entities):
(tick what has been provided):

- Certificate of Incorporation []
- Partnership Agreement []
- Memorandum of Association []
- Articles of Association []
- Articles of Incorporation []
- Charter []
- Minutes of Meeting []

PROOF OF IDENTIFICATION FOR INDIVIDUALS

- Valid Picture Identification []

Source of Funds

