



## Instructions Indemnity

**To: Jamaica Money Market Brokers Limited/ JMMB Securities Limited**

In consideration of Jamaica Money Market Brokers (JMMB)/ JMMB Securities Limited (JMMBSL) 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 JMMB/ JMMBSL without requiring written confirmation bearing actual signatures in accordance with the JMMB Client Contract/ JMMB Securities Limited Master Equity Agreement, Account Information Card or Product Schedules entered into with JMMB/ JMMBSL and Me/Us (such instructions being hereafter referred to as "the Instructions"), I/We confirm that:

1. I/We shall provide JMMB/ JMMBSL with (a) an executed original statement in the form of Appendix A, or an equivalent document; and (b) such other documentation as JMMB/ JMMBSL 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 JMMB/ JMMBSL 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 JMMB/ JMMBSL and shall not affect JMMB's/ JMMBSL's 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 JMMB/ JMMBSL of any breach or suspected breach or compromise of the security established hereby.
4. I/We agree that: (a) as long as JMMB/ JMMBSL acts in accordance with the Instructions and the Authorization Documentation, JMMB/ JMMBSL 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 JMMB/ JMMBSL; and (b) JMMB/ JMMBSL 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 JMMB/ JMMBSL or with any other 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 Five Million Jamaican Dollars (J\$5,000,000.00) or less in relation to equity transactions and shall be limited to transactions in the amount of One Million Jamaican Dollars (J\$1,000,000.00) or less in relation to non-equity transactions. I/We acknowledge that JMMB/ JMMBSL may in its absolute discretion vary the amount set out in this clause 7 at any time, in accordance with the terms set out in clause 13 of this Instruction Indemnity.
8. JMMB/ JMMBSL 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 JMMB/ JMMBSL shall not be under any obligation to so decline in any case, and JMMB/ JMMBSL shall in no event or circumstance be liable in any respect for not so declining.
9. I/We acknowledge that instructions given in accordance with this Instruction Indemnity will not apply to the following types of transactions:
  - (i) changing signing instructions on accounts;
  - (ii) adding persons to existing accounts;
  - (iii) applying for ETM cards; and
  - (iv) applications for Loans, Hypothecations and Guarantees
10. I/We acknowledge that the security procedures provided by JMMB/ JMMBSL 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 JMMB/ JMMBSL, or any intermediary, may execute an Instruction by reference to the account number only, even if the name on the account is also provided.

11. I/We hereby irrevocably agree that as long as JMMB/ JMMBSL acts in compliance with the Instructions and Authorization Documentation, I/We shall at all times keep JMMB/ JMMBSL fully indemnified and shall at all times hold JMMB/ JMMBSL 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 JMMB/ JMMBSL 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 JMMB/ JMMBSL 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 JMMB/ JMMBSL in Clause 4 above, together with any and all attendant costs and expenses including JMMB's/ JMMBSL's reasonable legal fees and expenses, (collectively referred to as "Losses"). I/We irrevocably hereby agree, upon demand to fully indemnify and hold JMMB/ JMMBSL free and harmless from and against any and all Losses and on demand to pay such amounts to JMMB/ JMMBSL. This paragraph shall survive the termination or invalidity of this authorization or any portion hereof.
12. 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 JMMB/ JMMBSL immediately without notice in the event JMMB/ JMMBSL deems the security of the Authorization Documentation established hereby has been materially compromised or breached; and provided further that termination by JMMB/ JMMBSL or me/us shall not affect JMMB's/ JMMBSL's rights or release me/us from my/our obligations, including without limitation, to indemnify JMMB/ JMMBSL, with respect to any Instructions received by JMMB/ JMMBSL prior to termination.
13. 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 JMMB/ JMMBSL. 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 JMMB/ JMMBSL in relation to this Instructions Indemnity shall be communicated to Me/US through the current means by which JMMB/JMMBSL conveys information to Me/Us and I/We hereby agree that such information once dispatched shall be deemed read by Me/Us.
14. I/We hereby acknowledge that where non signature bearing and/or facsimile instructions are later duplicated or contradicted by instructions bearing a signature, JMMB/ JMMBSL 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 JMMB/ JMMBSL shall not bear any losses or damage resulting from acting on both sets of instructions and I/We hereby agree to indemnify JMMB/ JMMBSL against all losses, liabilities, claims or damages which may arise out of JMMB/JMMBSL acting on the duplicate or contradicting instructions.
15. This authorization shall in all respects be construed with and governed by the laws of Jamaica.
16. The terms of this authorization are in addition to, and not in substitution for, the terms of any other agreement between me/us and JMMB/ JMMBSL save for any requirement for written confirmation of Instructions contained in the JMMB Client Contract/ JMMB Securities Limited Master Equity Agreement, Account Information Card or Product/ Schedules entered into with

JMMB/ JMMBSL. If any other conflict arises between this and any other agreement with me/us, the terms of JMMB Client Contract/ JMMB Securities Limited Master Equity Agreement will prevail.

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Client Name

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Client Name

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ID Type/No.

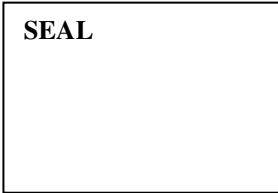
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ID Type/No.

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Client Signature                      Date

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Client Signature                      Date

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Justice of the Peace                      Date

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Notary Public                                      Date



Accepted By:  
**Jamaica Money Market Brokers Limited**  
**JMMB Securities Limited**

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Authorized Signature                      Date

**APPENDIX A**

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 dd mm year

**This Instructions Indemnity Agreement covers Instructions sent to JMMB/JMMBSL 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 (A) or Remove(R)	Account No.	Account Name	Client Name	Client No.

Address for Notices:

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Attention: -----

JMMB/ JMMBSL 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 JMMB/ JMMBSL 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:

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 Name of Authorized Person

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 Signature of Authorized Person

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 Name of Authorized Person

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 Signature of Authorized Person

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 Name of Authorized Person

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 Signature of Authorized Person

-----  
 Justice of the Peace/ Notary Public

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 Date

