

PRODUCT SCHEDULES SUMMARY

This is intended to be a summary of the Schedules and/or other documents applicable to the products indicated below. The provisions hereof are therefore subject to the said Schedules or documents as may be amended from time to time.

The provisions of Jamaica Money Market Brokers Limited's standard form Client Contract (as may be amended or replaced from time to time, "the Contract") apply to **all** products offered by JMMB, including but not limited to the following products:

- Smart Investor
- Tax Shelter
- Equity Money Management Account (EMMA)

JMMB is also the distributor of units in the following collective investment schemes which are subject to the respective Trust Deeds and Offering Circular:

- Jamaica Investment (Optimum Capital) Fund
- Jamaica Investment (Giltedge) Fund
- Jamaica Investment (Income & Growth) Fund
- JMMB Life Goal Fund (consisting of portfolios including the JMMB USD Giltedge Money Market Fund and the JMMB Income Distribution Fund)

All Schedules for JMMB products are subject to and governed in their entirety by the Client Contract, which is incorporated in every such Schedule. Further, the summarized provisions below specifically relate to the product identified and additional information on these JMMB products may be found on JMMB's website.

SMART INVESTOR

1. Account & Sub-Account

A Smart Investor Account (Account) will be opened through which placements shall be made according to tenures, and which placements shall be allocated accordingly to one or more sub-accounts (each a "Placement" or a "Sub-Account").

2. Appointment of JMMB as Manager

The Client appoints JMMB to be his manager and agent to invest, administer and manage the Client's account(s).

3. Responsibilities of JMMB

As manager, JMMB shall have the following powers and responsibilities:

(a) Management

- (i) JMMB shall manage and administer the Client's account(s) in the interest of the Client, subject to the terms and conditions of the Contract and the product Schedule;
- (ii) JMMB shall not be obliged to consult the Client prior to effecting any trade or dealing made on the Client's behalf;
- (iii) JMMB shall prepare all contracts and other documents necessary or convenient for the management of the Client's account(s), and JMMB may sign such contracts and documents where it is convenient so to do or may require the Client to sign the same;
- (iv) JMMB shall keep true and full accounts of all monies relating to the Client's account(s) and shall calculate and make payment of all disbursements, and all other payments due to be made under the Contract.

(b) Investment

- (i) Each investment to the Account shall be placed on a tenure selected by the Client, or as otherwise provided herein, and allocated accordingly to a Sub-Account.
- (ii) Additional investments made to an existing Sub-Account prior to the expiry of the tenure applicable to that Sub-Account shall be automatically combined with the existing amounts in the Sub-Account and will earn interest at the same rate, pro-rated from the date of investment to the expiry of the said tenure.
- (iii) JMMB shall in its discretion invest the Client's monies in Security(ies), and may deal in and alter such Security(ies) from time to time.
- (iv) JMMB may maintain the Client's monies separate from other Client monies under its management or may consolidate and commingle the Client's investment with such other monies; may maintain a separate account of the Client's monies or may appropriate to the Client a share of a consolidated and commingled fund, or may adopt such other methodology for accounting for the quantum and value of the Client's investments, as JMMB finds convenient.
- (v) Out of any of the Client's monies under the manager's control, JMMB may pay and/or deduct all expenses that may be incurred in relation to the Client's account(s). It is hereby disclosed to the Client that such expenses may include a margin made by JMMB in brokering to the Client Security(ies) acquired by JMMB on behalf of the Client.
- (vi) Generally JMMB may exercise all rights, functions and privileges which now or hereafter could be exercised by the Client himself in relation to any of the Security(ies) comprising the Client's investment or otherwise.

4. **Inter-client Trading**

- (a) JMMB may effect inter-client trading between Clients' accounts to facilitate new investments and encashments by Clients. As a result of this activity, when interest rates increase, the Client's lower yielding assets may be replaced by higher yielding assets. However, when interest rates decline, higher yielding assets may be replaced by lower yielding assets.
- (b) JMMB may from time to time in the ordinary course of managing the Client's investments sell to such other Clients assets comprised in the Client's investment. Similarly, JMMB may from time to time purchase on behalf of the Client assets comprised in the individual accounts of such other Clients; and
- (c) Inter-client trading may at times result in the purchase for the Client's account of assets earning lower yields than corresponding assets sold from the Client's account to other Clients, in particular where interest rates are trending downwards, and there may be short periods when part of the Client's investment will be comprised of non-interest-bearing cash deposits as a result of such inter-client trading.

5. **Nature of Client's Investment**

- (a) The assets comprising the Client's investment in the Account shall be held by JMMB as agent for and on behalf of the Client and shall not form a part of the assets of JMMB, and shall not represent a deposit or other debt obligation in respect of which JMMB owes the Client any repayment liability normally associated with a deposit or other debt obligation.
- (b) JMMB, in holding the assets comprising the Client's investment in the Account on the Client's behalf, is an agent for the Client and is not a Trustee. The equitable obligations and duties of trusteeship therefore shall not apply to JMMB.
- (c) The Client shall have a direct traceable proprietary interest in the particular Securities acquired by JMMB with the Client's monies pursuant to the Contract. The JMMB products to which this clause applies are not unit trusts or a similar scheme.
- (d) Where a Client makes an investment to the Account, the Client shall be deemed to have committed to maintain with JMMB the full amount of the funds paid to JMMB by or for the account of the Client, for the

entire tenure of the Sub-Account to which the investment is made, commencing on the date such investment is made by the Client and ending on the expiry date specified or referred to in the investment certificate, contract note or other form of confirmation delivered by JMMB to the Client with respect to such investment.

- (e) At the end of each period of the Client's funding commitment to JMMB with respect to any investment made to the Account, the Client may request JMMB to re-invest the investments held in the relevant Sub-Account for a new period commencing on the date after the date on which the Client's previous funding commitment expires and ending on the expiry date specified or referred to in the investment certificate, contract note or other form of confirmation delivered by JMMB to the Client with respect to such renewed investment.
- (f) If at the end of each period of the Client's funding commitment to JMMB with respect to any investments made to the Account, the Client fails to request an encashment or fails to instruct JMMB to re-invest the Client's investment in the Account for a specified tenure, JMMB reserves the right to re-invest all or any part of the proceeds thereof in the Account or re-invest all or any part of the proceeds thereof for a period in line with JMMB's prevailing business practice, in one or more investments which may have a different (higher or lower) yield and may comprise a different (higher or lower) credit risk than the investments previously made by JMMB for the account of the Client and the provisions in the Schedule shall be deemed to apply to such re-invested investments.
- (g) If the Client has requested encashment of all or part of the Client's investment in the Account and does not collect same from JMMB's offices, JMMB may reinvest the encashed funds pursuant to sub-clause (e) above.

TAX SHELTER

1. Subject to clauses 2, 3 and 4 below, it is agreed that:
 - (a) the Client shall hold the Tax Shelter Account (the Account) for a period of five (5) years without any encashment from the principal sums in the Account;
 - (b) the aggregate amount invested by the Client in the Account (together with the amounts invested by the Client in any other similar income tax exempt account) in any year shall not exceed One Million Jamaican Dollars (J\$1,000,000.00);
 - (c) not more than 75% of the interest accrued with respect to the Account in that year may be encashed from the Account;
 - (d) at least 80% of the assets in which the Account's funds are invested shall be debt securities, securities issued or guaranteed by the Government or the Bank of Jamaica, or other instruments having an initial maturity of not less than 5 years that are approved by the Minister responsible for income tax; and
 - (e) the amount invested in the Account is neither transferable except on the death or bankruptcy of the Client, assignable nor available as collateral.
2. It is agreed that the Account shall be operated so as to conform with the requirements of section 12(ag) of the Income Tax Act (as amended from time to time), and any other regulations or rules which may from time to time govern the Account. In the event of any changes to the applicable laws, the terms and conditions governing the Account shall be automatically adjusted so that the Account will, at all times, accord with the provisions of the Income Tax Act and can be operated in a manner that the interest paid or credited thereon is exempt from income tax.
3. The funds invested in the Account may be invested in Securities and investments issued or guaranteed by the Government of Jamaica and/or the Bank of Jamaica and/or institutions licensed under the Banking Act, Financial Institutions Act or Building Societies Act and commercial paper and other debt securities operating within the Regulations made by the Financial Services Commission from time to time; provided however that in the event that the laws governing the operation of the Account are hereafter changed so as to narrow the range of permissible

investments then this clause shall be deemed to be amended accordingly so that the range of investments falls within applicable laws governing the Account from time to time.

4. In the event that the Account is not operated in accordance with the applicable laws so as to maintain its tax exempt status, it is understood that – (a) all interest earned on the Account (both before and after the breach of the applicable laws) may become liable to income tax, and (b) JMMB may be obliged by law to deduct the full amount of the Client’s income tax liability with respect to such interest from the balance in the Account.
5. The Client may instruct JMMB from time to time to invest the whole or any part of the funds invested in the Account in any mix of products offered by JMMB which accord with clause 3 above and to move funds between such products with a view to maximizing the rate of return on the investment. It is however expressly declared that notwithstanding any facility ordinarily available under such products, investment in such products in no way entitles the Client to encash funds from the Account or otherwise deal with the Account in any manner inconsistent with any of the foregoing provisions. Therefore, for the avoidance of doubt, in the event that any terms and conditions of any such products conflicts with the terms of the Tax Shelter Schedule, the terms of the Tax Shelter Schedule shall prevail.
6. Unless JMMB shall receive written notification to the contrary, on or before the 5th anniversary hereof, and each subsequent 5th anniversary thereafter, the Client shall be deemed to have entered into a new agreement to invest, subject to the terms and conditions of the Tax Shelter Schedule, the full amount of the funds then held in the Account (subject to the maximum referred to in Clause 1(b)) for a further period of 5 years. To the extent that the funds the in the Account exceed the said maximum:
 - (a) the said maximum shall be deemed to be relevant investment hereunder; and
 - (b) the excess shall be invested in another JMMB account in respect of which interest paid or credited thereon will not be exempt from income tax.

EMMA

1. Advisory on Discretion of Investment

Subject to the Master Equity Agreement made between the Client, JMMB and JMMB Securities Limited (the Master Equity Agreement) which the Client acknowledges is binding on it, the Client agrees that in regard to the investments in the EMMA which are fixed income related, JMMB will have full discretion to invest on the Client’s behalf (inclusive of overseas/offshore investments), in accordance with the Master Equity Agreement and the Contract.

The Client agrees that in all equity investments made from the EMMA, the Client will retain full discretion to invest as the Client chooses (inclusive of overseas/offshore investments), in accordance with the Master Equity Agreement or appropriate individual product agreements including but not limited to prospectuses, stock transaction receipts and contract notes. The Client will rely on the manager to execute investment activities as the Client directs. This discretion includes but is not limited to the purchase or sale of shares in companies listed on recognised stock exchanges through third parties contracted by the manager.

Dealings in units in the collective investment schemes distributed by JMMB are subject to the respective Trust Deeds and Offering Circular. Further, the summarized provisions below specifically relate to these collective schemes and additional information on these JMMB products may be found on JMMB’s website

JAMAICA INVESTMENT (OPTIMUM CAPITAL/GILTEDGE/INCOME & GROWTH) FUNDS & JMMB LIFE GOAL FUND

1. **Offering Circular & Gains from Investments**

- (a) The Client acknowledges and agrees that the Client has received a copy of the Offering Circular and confirms that the Client has responsibility for being familiar with its contents.
- (b) The Client is aware that the price of the units and the gains received might go up or down. Therefore the value of the Client's investment is not guaranteed. The Client also understands that past performance should not be taken as a guide to future performance as gains achieved over a time period may not be repeated. Further, although payment of principal and interest on securities in Government Securities is guaranteed to the Fund, the market value of the Securities will fluctuate with rising or declining interest rates.

2. **Sales Charges**

The Client acknowledges that the Offering Circular that the Client received discloses any front- or back-end sales charges. The Client is therefore aware of the charges applicable and the associated terms.

3. **Redemption Period**

The Client is aware that, as per the Trust Deed governing the Funds, JMMB Fund Managers Limited (JMMBFM) has up to ten (10) business days in which to pay out the proceeds of a redemption but settlement may be before the expiration of this period.

4. **JMMB as Investment Advisor and Selling Agent**

When purchasing units, the Client understands that JMMB is the investment advisor for the Funds and that the Funds are distributed by JMMB under a Management Agreement between JMMB and JMMBFM.