

Fax/E-Mail Instructions Authorization and Indemnity

To: JN Fund Managers Limited (hereinafter called “JNFM”)

The Customer agrees that, whereas the JNFM Customer Information Form (CIF) and Account Mandates require written and signed confirmation of all instructions, it would be convenient and in the Customer's interest if the Customer could at any time and from time to time, send instructions to JNFM via e-mail or facsimile transmission. Such instructions are hereinafter referred to as the “Instructions”.

“**Customer**” means: a person who conducts business with JNFM and includes but is not limited to individuals, partnerships, limited liability companies, entities incorporated by statute and unincorporated associations.

“**Instructions**” mean directions to JNFM in relation to any and all existing accounts, facilities and other arrangements with JNFM to which the Customer has authority and any accounts, facilities and other arrangements which the Customer may now or in the future have with JNFM:

- a. To provide account and transaction information.
- b. To transfer funds between the Customer's accounts.
- c. To transfer funds from any account in the Customer's name to a third party or firm or corporation.
- d. To deal in any manner with investments, stocks, bonds, securities held in or to be purchased for or from funds held in the Customer's accounts including the placing of liens, hypothecations or holds as directed by the Customer from time to time on the Customer's assets.
- e. To issue stop payment orders.
- f. To process foreign currency transactions.

In consideration of JNFM agreeing to accept the Instructions from the Customer as afore-stated, the Customer agrees:

1. **THAT** such communications are not secure and carry with them the risks of interception and or alteration and that unauthorized persons may send Instructions to JNFM using these methods.
2. **THAT** JNFM may act on any Instructions given by the Customer from time to time and the Customer voluntarily and with full knowledge assumes all risks associated therewith save and except that the Customer shall not assume any risk or be liable for any losses, damages or cost arising from the negligence, willful misconduct or fraud of JNFM, its employees, officers and or agents, in the performance of this Agreement.
3. **THAT** once the Instructions have been sent to JNFM purportedly by the Customer specified in this Authorization and Indemnity, or such other persons as the Customer may from time to time nominate, in accordance with the Customer's account mandate,

JNFM shall have no obligation to check or verify the authenticity or accuracy of such Instructions purporting to have been sent by the Customer and may act thereon as if same had been duly given by the Customer.

4. **THAT** in acting on the Instructions, JNFM shall be deemed to have acted properly and to have fully performed all obligations owed to the Customer, notwithstanding that the Instructions may have been initiated, sent or otherwise communicated in error or fraudulently, and the Customer shall be bound by any Instructions on which JNFM may act if JNFM has in good faith acted in the belief that such Instructions were given by the Customer.
5. **THAT** if the Customer is a corporate entity or partnership or other unincorporated body it may from time to time grant authority to any person(s) to send the Instructions (such as an employee or other servant and or agent). Where that person exceeds the authority given, the Customer agrees that the Customer is fully liable for the transaction unless the Customer had notified JNFM, prior to the Instructions being acted on, that the person was no longer authorized to provide such Instructions or has exceeded their authority.
6. **IN** the case of corporations, partnerships and other unincorporated bodies the Customer confirms that the person(s) specified in this Authorization and Indemnity or such other persons as the Customer may from time- to time designate and advise JNFM thereof, are the authorized signing officers of the Customer and the Customer undertakes to provide JNFM with a copy of the attendant Board resolutions to that effect and that the persons specified below are the same persons who are specified in the relevant mandate for operating the Customer account(s) with JNFM.
7. **TO** strictly limit information about the contents of this Authorization and Indemnity to the officers/employees/agents who need to know, and to use their best efforts to ensure that such officers /employees/agents at all times treat the contents of this document in strict confidentiality in order to maintain the security of the procedures established hereby and shall immediately notify JNFM of any breach or suspected breach or compromise of the security established hereby.
8. **THAT** JNFM may, in its absolute discretion, decline to act on or in accordance with the whole or any part of any Instruction pending further enquiry or further confirmation (whether written or otherwise) by the Customer, and that JNFM shall not be under any obligation to so decline in any case, and JNFM shall in no event or circumstance be liable in any respect for so declining or not so declining.
9. **THAT** any security procedures provided by JNFM are designed to verify the source of a communication and not to detect errors in the

Instructions or content, including without limitation discrepancies between account names and numbers, and that JNFM may execute any Instruction by reference to the account number only, even if the name on the account is also provided.

10. **THAT** the course of dealings contemplated in this Authorization and Indemnity may be terminated by either party at any time by either party giving the other party ten (10) days' notice, in writing, prior to such directives taking effect. **PROVIDED, HOWEVER, THAT:**

a. JNFM may terminate the course of dealings immediately without notice to the Customer in the event that JNFM deems the security of the procedures hereby established to have been materially compromised or breached; and

b. Termination of the course of dealings by either party pursuant to this clause shall not affect JNFM's rights nor release the Customer from their obligations, including without limitation, to this Indemnity and in respect to any Instructions received by JNFM prior to termination.

c. All notices and or communications that are required to be served or made on either party herein shall be in writing and shall be deemed to be sufficiently served or made seven (7) days after the date of posting in any post office in Jamaica except where the address of service of either party or both parties is outside Jamaica, fourteen (14) days shall be substituted for the said seven (7) days.

11. **TO** release JNFM from and indemnify JNFM against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to, JNFM having acted in accordance with the whole or any part of the Instructions or having exercised (or failed to exercise) the discretion conferred upon JNFM in Clause 8 above or otherwise herein.

12. **THAT** by signing hereunder the Customer acknowledges that the Customer has read, understood and agreed to the terms and conditions of this Authorization and Indemnity, and further that the names listed hereunder, as well as the signatories to this agreement, will be the initiators of the Instructions.

13. **THAT** the Instructions can only be carried out between the normal business hours of JNFM as indicated from time to time.

14. JNFM will use its best efforts to monitor its communications to determine if it has received any Instructions or information from the Customer. However, JNFM's ability to act on communications is restricted by its actual knowledge and **it is the Customer's duty to confirm the receipt of such Instructions** with a JNFM customer service representative or financial advisor, otherwise JNFM will not be liable for any delay in acting on or failure to receive those Instructions.

15. The Customer agrees that JNFM shall at its discretion not be obliged to act on Instructions or communications sent by e-mail unless they are sent from an e-mail address that the Customer has communicated to JNFM as the designated address for e-mail communications.

16. The Customer, being a corporate body, unincorporated body, corporation sole or sole proprietorship agrees that JNFM will not be required to act on Instructions or communications sent by e-mail unless they are sent from an e-mail address that the Customer has communicated to JNFM and **the body of the e-mail identifies the entity by including the name, address, telephone and facsimile numbers of the entity and, the full name of the signatory.**

17. Any provision of this Agreement that is void or unenforceable shall be ineffective to the extent of the provision that is void or unenforceable and shall be severable from the other provisions hereof and this Agreement shall be interpreted as if such provisions were not included herein.

18. This Agreement shall be binding upon the Customer, its successors and assigns and shall be governed by and construed in accordance with the Laws of Jamaica.

Authorization

The person(s) listed below is/are the authorized signing officer(s) or individual(s) in accordance with any company or individual mandates currently in effect for operating my/our accounts with JNFM. JNFM is requested and authorized, but is not obligated, to rely upon and act in accordance with Instructions from the person(s) below, transmitted via:

e-mail only facsimile only both email & facsimile

JNFM Account Number: _____

Account Holder:
Name _____
Signature _____
Email _____

Witness: Name _____
Signature _____

Dated this _____ day of _____ 20_____

Office Use Only	
Account holder(s) validated by:	
Signature	_____
Date:	_____