

**INSTITUTIONAL ACCOUNT**

Account Name: \_\_\_\_\_ Contact Person(s) \_\_\_\_\_

Nature of Business \_\_\_\_\_ TRN: \_\_\_\_\_

**PRIMARY ACCOUNT HOLDER INFORMATION**

Primary Name: Mr. Miss Mrs. \_\_\_\_\_ DOB: \_\_\_\_\_

First Middle Surname DD/MM/YY

Employer: \_\_\_\_\_ Employer Address: \_\_\_\_\_

Tel \_\_\_\_\_ Occupation: \_\_\_\_\_ # of Dependents: \_\_\_\_\_ Ages: \_\_\_\_\_

Nationality: \_\_\_\_\_ TRN: \_\_\_\_\_

**GENERAL INFORMATION**

Primary Address: \_\_\_\_\_

Mailing Address (if different from above): \_\_\_\_\_

Tel (Home): \_\_\_\_\_ (Work): \_\_\_\_\_ (Cell): \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Source of Funds: \_\_\_\_\_

Bank: \_\_\_\_\_ Branch \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Number of years with Bank: \_\_\_\_\_

Type of Account: JA Fixed Income US Fixed Income Equities Cambio LSA Other \_\_\_\_\_

Special Instructions: \_\_\_\_\_

**REFERENCES (2)**

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Name: \_\_\_\_\_

Name: \_\_\_\_\_

Immigrant  Foreign Citizen  Local  Politically Exposed Person (P.E.P)

**JOINT ACCOUNT HOLDER INFORMATION**

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Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Identification: \_\_\_\_\_ TRN: \_\_\_\_\_

Nationality: \_\_\_\_\_ Country of Residence: \_\_\_\_\_

Occupation: \_\_\_\_\_

Employer: \_\_\_\_\_

Employer's Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

**JOINT ACCOUNT HOLDER INFORMATION**

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Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Identification: \_\_\_\_\_ TRN: \_\_\_\_\_

Nationality: \_\_\_\_\_ Country of Residence: \_\_\_\_\_

Occupation: \_\_\_\_\_

Employer: \_\_\_\_\_

Employer's Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

**AUTHORIZED SIGNATURE INFORMATION**

Primary Signature  ID Type: \_\_\_\_\_ ID#: \_\_\_\_\_

1st Joint Signature  ID Type: \_\_\_\_\_ ID#: \_\_\_\_\_

2nd Joint Signature  ID Type: \_\_\_\_\_ ID#: \_\_\_\_\_

**FOR USE BY BARITA PERSONNEL ONLY:**

Client Account No: _____	Salesman Code: _____	Date: _____
Client's Risk Profile: <input type="checkbox"/> Conservative	<input type="checkbox"/> Moderate	<input type="checkbox"/> Speculative
Account Opening Documentation Checklist: <input type="checkbox"/> Identification	<input type="checkbox"/> TRN	Social Security # (US residents)
		National Insurance # (UK residents)
NB: P.E.P: Current or former head of Government and Cabinet Ministers or their immediate family.	<input type="checkbox"/> 2 References Proof of Address	<input type="checkbox"/> Proof of Address

## CLIENT AGREEMENT

In consideration of Barita Investments Ltd (Barita) agreeing to act as a Security Dealer for the above named whether singly, jointly with others or otherwise, now or in the future, it is agreed as follows:

### **Definitions:**

In this Agreement the following words and expressions shall have the following meanings:

- 1.1\_ "I" and "me" and "my" means the person or persons who sign this Agreement and the singular shall include the plural and individuals shall include any person, firm or company or other legal entity.
- 1.2\_ "You" or "Your" shall include Barita, its successors, assignees, subsidiaries, correspondent or affiliates and employees.
- 1.3\_ "Exchange" means the Jamaica Stock Exchange and any other exchange licensed under the Securities Act or any exchange legally registered in any part of the world.
- 1.4\_ "Securities" means all types of securities, but not limited to, monies, stocks, options, bonds, notes, futures, contracts, commodities, certificates of deposits, repurchase agreements and other obligations, contracts or securities as defined in the Securities Act.

### **2. Rules & Regulations**

- 2.1 All transactions in which you are involved shall be subject to all applicable rules, regulations, by-laws, interpretations, customs, usages and practices (if any and any changes or amendments thereto) of the Financial Services Commissions, Exchanges, markets, and/or clearing houses where or through which the transaction(s) are executed or processed.

### **3. Transactions & Settlements**

- 3.1 All transactions entered into by Barita pursuant to this Agreement shall be as agent for me and you are hereby appointed my agent to complete all transactions and are expressly authorized to expend monies, make advances, charge a penalty for early encashments and do all things which are required to effect such transactions and I/we agree to be bound by such actions.
- 3.2 All transactions involving all orders for the sale, transfer or disposition of any of my Securities will be, and is deemed to be, given by me with the distinct understanding, representation and warranty, that any actual sale, transfer or disposition is intended and I will abide by the terms agreed on.
- 3.3 All transactions involving the purchase or acquisition of Securities will be, and is deemed to be, given by me with the distinct understanding, representation and warranty that an actual purchase or acquisition is intended and that it is my intention and obligation in every instance to receive and pay for the Securities and I will do so immediately upon demand.

- 3.4 In any and all transactions in which at my direction or consent, you make a short-sale of any of my Securities or in any instance in which I have failed to deliver to you any Security which you have sold, transferred or disposed of, you are irrevocably authorized to buy any Security necessary to enable you

to make delivery to the purchaser(s) or transferee(s) and I shall be liable to you, and shall indemnify and hold you harmless in respect of all or any costs, expenses, charges, loss or other financial obligations incurred by you (including your fees, commission, charges or other or other service costs) in obtaining any such Securities.

- 3.5 Until all Securities/Settlement for which the account(s) are short is first received by you I shall not be entitled to be paid any amounts standing to the credit of any account(s) with you and furthermore I agree to pay in full for all Securities in my account(s) which are long as pre-condition of my being entitled to such Securities.
- 3.6 I agree that no settlement of my account(s) may occur without you first receiving all Settlement/Securities for which the account is short.
- 3.7 I agree that all Securities in which the account(s) are long must be paid for in full before you are obliged to honour the credit of Securities to my name.

- 3.8 I agree that in purchasing securities you may hold them in your name on my behalf.

### **4. Sell Orders**

- 4.1 I unconditionally warrant and represent to you that any order given by me to you to sell, transfer or dispose of Securities shall only be given for Securities which is, at the time of such order, owned by me or for which I have authority to sell and if, at the time of such sale, transfer or disposition I am unable to deliver the Securities as required by you that I will fully and completely reimburse and indemnify you for and against all and any expenses, costs, charges or other financial obligations incurred by you in respect thereto.

### **5. Binding Orders, Direction**

- 5.1 All or any order, direction, instruction or other request made by me, or in the case of a joint account by anyone of us, shall be irrevocably binding on me and my successors, assignees, and personal representatives.
- 5.2 Notwithstanding receipt by you of notice of any death such notice shall not affect your right to take any action which you could have taken if I had not died.
- 5.3 I warrant that were I to execute the Agreement on behalf of any other party that I have been fully empowered by such party to execute this Agreement and that all necessary action to authorize execution of this Agreement has been taken by such party.

6. **Accounts, Carried as Clearing Broker**

6.1 If you are carrying out any transaction by arrangement with another person, then until receipt from me of written notice to the contrary, you may accept from such other party without inquiry or investigation by you:-

(1) orders for the purchase or sale in said account of security(ies) on margin or otherwise; and

(2) any other instructions concerning said account(s).

6.2 You shall not be responsible or liable for any acts or omissions of such party.

7. **Payments**

7.1 You shall be entitled to require me to prepay for any order.

7.2 I agree to pay for all transactions on the settlement date stated in the contract. I shall at all times, be liable for amounts advanced, any debit balances or other obligations in any of my account(s) with you.

7.3 I agree to pay commissions, charges, interest, fees and penalties at your prevailing rates which may be charged from time to time, and to pay your reasonable attorney's fees in the event that I do not pay in full amounts due by me to you from time to time.

7.4 I agree to promptly notify you of any item I believe to be an error or omission in any confirmation.

7.5 I shall remain liable to you for any deficiency remaining in any account(s) notwithstanding the liquidation thereof, whether in whole or part.

7.6 Payment of all amounts due to you under this Agreement, including interest, shall be made to you at your office as you may direct.

8. **Interest**

8.1 In the event that I default (for whatever reason) in the payment when due of any sum payable to you (however arising) I agree that my liability shall be increased to include interest on such sum from the date when such payment was due until the actual payment such interest to be calculated at 10% per annum above the prevailing overdraft rate at your commercial bank from time to time and such other charges as you may reasonably make to cover your facilities and extra services. Such interest shall accrue from day to day.

9. **Lien**

9.1 You shall have a general lien on all Securities held, purchased or deposited with you either singly or jointly or otherwise for the discharge of all my indebtedness or any other obligation to you howsoever and whensoever arising and such Securities may be retained by you until payment of any such obligations or indebtedness.

9.2 You are hereby irrevocably authorized and empowered, without notice to me or my successors, at your absolute discretion, from time to time, to transfer interchangeably

between any accounts I have with you or all the Securities or Credit so held, in order to satisfy any indebtedness or obligation I may have with you or to relieve you of any risk of a deficit existing in any of my accounts.

10. **Liquidation**

10.1 In the event of default on my part you shall have the right at your absolute discretion having given notice to me to:-

(a) require collateral (or additional or substitute collateral) from time to time;

(2) sell, transfer, allocate to any other of your account or otherwise dispose of any or all of the Securities held in order to satisfy any indebtedness or obligation I may have with you or to relieve you of any risk of a deficit existing in any of my accounts and in such event of sale, transfer, reallocation or disposal, I shall have no right, or claim or interest in such Securities thereafter.

10.2 You shall have the right in the event of my death to sell, any or all Securities in the account(s) whether carried individually or jointly with others, to buy any or all Securities which may be short in such account(s), or satisfy outstanding contracts, all without other notice of sale or purchase, or other notice or advertisement.

10.3 Any sales or purchases may be made at your discretion on the Exchange or any other exchange or other markets where such business is usually transacted, or at public auction or private sale, and you may be the purchasers or sellers for your own account.

10.4 It is understood that a prior demand, or call, or prior notice of the time and place of such sale or purchase shall not be considered a waiver of your right to sell or buy without demand or notice as herein provided.

11. **No Diminution of Rights**

11.1 Any waiver or forbearance or failure on your part in insisting in any one or more instance upon the performance of any provisions of this Agreement shall not be construed as a waiver or relinquishment on your rights to future performance of such provision.

12. **Severability**

12.1 In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such finding or holding shall only affect the provision(s) involved and the remainder of this Agreement and the application of all other provisions shall not be affected.

13. **Address**

13.1 Notices and communications sent to me at the address stated herein or other address notified by me to you will constitute persona delivery to me, whether actually received or not. In the case of a joint account notice need only be given to one of the parties to constitute personal delivery to all parties.

14. **Representation**

- 14.1 I warrant and represent that I am over the age of 18 years.
- 14.2 I agree to abide by the rules of the regulatory agencies and your firm's policy if I am employed by any regulatory agency, trading agency, securities depository or clearing house.
- 14.3 If during this Agreement I become such an employee as defined in paragraph 2 above, I shall immediately notify you.
- 14.4 I warrant and represent that no other person, firm or corporation has, at the date of the Agreement any interest in any of my account(s) and I shall immediately notify you in writing if there is any change.

15. **Assignment**

- 15.1 This Agreement may be assigned by you and will inure to the benefit of your successors and assigns and you may transfer or assign the account(s) of mine to them, which shall be binding on me and my personal representatives having given me proper notice.

16. **Term of Agreement**

- 16.1 This Agreement shall commence upon the date set out below.
- 16.2 This Agreement shall apply to all accounts and transactions carried out by you for me.
- 16.3 This Agreement shall remain in force unless and until the accounts are closed.
- 16.4 This Agreement may be terminated at any time by you by notice to me. Any termination of this Agreement shall not affect any rights or liabilities which have accrued prior to termination.
- 16.5 The provisions of this Agreement which entitle you to interest on non-payment, a lien over Securities and the right to transfer or sell Securities in liquidation of any obligations and/or indebtedness on my part shall survive the expiration of this Agreement and remain in full force and effect.

17. **Headings**

- 17.1 The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation or any provision to which they refer.

18. **Whole Agreement**

- 18.1 This Agreement supersedes and invalidates all other commitments, representations and warranties which may have been made by you or me either orally or in writing prior to the date hereof.
- 18.2 This Agreement shall constitute a joint and several obligations on the persons and parties who have signed.

18.3 I agree that you may change any terms of this Agreement at any time and from time to time by notice in writing to me and that my use of your services thereafter shall be treated and deemed acceptance of such changes in furtherance of this Agreement.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signed by \_\_\_\_\_  
Principal

\_\_\_\_\_  
Address

\_\_\_\_\_

Signed by \_\_\_\_\_  
(Second Party (if joint account))

\_\_\_\_\_  
(Third Party (if joint account))

Signed by \_\_\_\_\_  
**BARITA INVESTMENTS LIMITED**