

**MAYBERRY INVESTMENTS LIMITED
CLIENT'S AGREEMENT**

CLIENT'S INFORMATION:

Account Name: _____("The Client(s)")

Account Number: _____

Residential Address: _____

Mobile Phone(s): _____ Cell Phone(s): _____ Work Phone(s):
_____ Fax Number(s): _____

E-mail Address(es): _____

1. Purpose and basis of this Agreement

1.1. This Client Agreement ("**the Agreement**") contains the terms and conditions on which Mayberry Investments Limited will provide Services (as defined herein) to me from time to time, relating to any account(s) in my name for the purchase or sale of the Property in my Portfolio. These terms and conditions together with my Investment Policy Evaluation Form and/or any Margin Agreement entered into by me, shall constitute the terms and conditions of my agreement with Mayberry Investments Limited, however in the event of dispute, this Agreement shall prevail. In addition to executing this Agreement, I agree to complete and execute the Investment Policy Evaluation Form and any other document as required by Mayberry Investments Limited.

1.2. In this Agreement, "I", "me", "my" or "mine", means each person who is named above and who signs below.

1.3. "Mayberry" means Mayberry Investments Limited, its successors, assigns, subsidiaries, affiliates, or employees.

1.4. "Property" means all assets, securities and accounts, including but not limited to monies, stocks, options, bonds, notes, futures, contracts, commodities, certificates of deposit and other obligations and contracts.

1.5. "Portfolio" means my portfolio of investments and other Property entrusted from time to time to Mayberry under the terms of this Agreement.

2. Applicable Rules and Regulations

2.1. All transactions conducted by Mayberry on my behalf shall be subject to all applicable laws and regulation in Jamaica, inclusive of any regulatory bulletins, guidance or other correspondences to do with customs of the local market ("Laws and Regulations")..

2.2. Such transactions are also subject, where applicable, to the rules and regulations of the Financial Services Commission ('FSC') and the Jamaica Stock Exchange ('JSE') and any other competent regulatory authority in existence, from time to time.

3. Amendment / Fees

3.1. I hereby agree that any amendment to the provisions of this Agreement requires mutual consent in writing by the parties to this Agreement, save that Mayberry may by at any time upon prior written notice and in its sole discretion, change the terms of any service charge, interest rate, commission or other similar charge ("**fees and charges**") associated with the provision of Services to me, any time upon prior written notice to me.

3.2 I understand and acknowledge that Mayberry's current fees and charges shall be provided to me in writing separately. I agree to: (a) be bound the fees and charges as notified by Mayberry from time to time, and (b) promptly make payment of any such fees and charges when due.

3.3. Upon receiving notice of change to any fees and charges, by continuing to accept the Services offered by Mayberry, I shall be deemed to have accepted such change.

3.4. If I do not accept any change made pursuant to this clause, I agree to immediately notify Mayberry in writing of such refusal, and my account will be closed as soon as possible thereafter. Upon such closure, this agreement shall terminate and all Property in my Portfolio shall be returned to me. Despite such closure and termination, I will remain liable for any outstanding debits, charges, or other indebtedness on my account(s) subject to this Agreement.

4. Services

4.1. Mayberry shall provide me with such services as outlined in my Investment Policy Evaluation Form. Such services may consist of full or partial discretionary investment management, or non-discretionary execution-only brokering, and/or advisory services, and/or any other Services as specified in my Investment Policy Evaluation Form ("**Services**"). The Services provided to me shall be subject to any limitations or restrictions specified by me in my Investment Policy Evaluation Form, and shall also be subject to any statutory, regulatory, legal, market or other requirements.

4.2. Mayberry is authorized by me to do anything which it considers reasonably necessary or appropriate, to (a) provide the Services (including but not limited to acting as my agent and delegating its authority as agent to another person so fit) or (b) comply with any applicable Laws and Regulations, as required. I hereby ratify and confirm all actions lawfully done by Mayberry consistent with this provision.

4.3. Where the Services to be provided to me involve the provision of information to me, I understand that Mayberry shall use reasonable endeavours to ensure that such information is accurate, but I acknowledge that information provided by Mayberry may be based upon information obtained from third parties and/or which is incomplete and unverified. I hereby agree and confirm that Mayberry shall not be liable for any costs, claims, liabilities, expenses or losses which I may suffer or incur as a result of relying on any such advice or information.

4.4. Notwithstanding any instructions I may provide to Mayberry, I hereby agree that Mayberry shall not be required to effect any transaction, nor do anything else, which it believes would breach any Laws of Regulations.

5. Advisory Services and Discretionary Management Services, Non-Discretionary Management Services.

Advisory Services

5.1. Where Mayberry has agreed to provide me with Advisory Services it shall keep under review the composition of my Portfolio of investments and Property held with Mayberry. Upon such review, Mayberry shall provide advice to me as to the composition of my Portfolio including: (a) advice on the merits of investment opportunities or information relevant to the making of judgments about the merits of investment opportunities; (b) recommendations as to: (i) the purchase, sale, retention, exchange, conversion of or dealing in investments or other assets; (ii) the making of deposits, subscriptions to issues and offers for sale of securities; and (iii) the exercise or non-exercise of rights in respect of investments and other Property, for my account.

Discretionary Management Services

5.2. Where Mayberry has agreed to provide me with full (without consultation) or partial (with consultation) discretionary management services it will manage for me, the Portfolio of cash and investments held by me with Mayberry. In this event, Mayberry shall have absolute authority for my account to purchase, sell, retain, exchange, convert or otherwise deal in investments and other assets, exercise rights in respect thereof, make deposits, subscribe to issues and offers for sale of, and accept placings of, any investments, advise on execute and/or effect transactions on any market, take all day-to-day decisions and otherwise effect transactions on my behalf as and in such manner as Mayberry judges appropriate, in its absolute discretion, to give effect to my instructions.

Non-discretionary Services

5.4. Unless Mayberry has agreed to provide me with discretionary management services and/or advisory services, as indicated on my Investment Policy Evaluation Form:

(a) I shall be dealing with Mayberry on a non-discretionary, execution-only basis in reliance on my own judgment. In this regard, Mayberry may on occasion;

(b) Mayberry may, on occasion and upon my request, (i) explain the terms of an investment or its performance characteristics and I agree that this shall not amount to advice on the merits of a transaction in the investment, or on the legal or tax status or consequences of same, or (ii) provide me with advice relating to the merits of dealing in one or more investments, but without assuming any responsibility for any decision made, or the management of any investments or Property in my Portfolio; and

(c) Mayberry will not be under any duty to advise me with regard to my personal circumstances, or to assess the suitability of a particular investment or transaction, nor shall Mayberry have a duty to advise me on any transaction I may effect through Mayberry. In this circumstance, any information or comment Mayberry provides insofar as it relates to the merits of a particular course of action, will relate solely to the merits of the instrument or transaction concerned.

General

5.5. Advice given to me by Mayberry may be given in such manner as Mayberry deems appropriate, or as is agreed in writing with me, pursuant to this Agreement.

5.6. In providing the Services, Mayberry shall have regard to: (a) my investment objectives specified in my Investment Policy Evaluation Form; (b) my investment restrictions contained therein; (c) my attitude to risk (risk appetite) and investment and any other matters as shall also be specified therein; and (d) the securities, investments and other assets, which may be included in my Portfolio and the types of transactions which may be carried out in relation to such securities, investments, assets and other Property specified therein.

5.7. In the absence of Mayberry's express agreement to provide discretionary management services, subject to receipt of instructions from me, Mayberry shall have the authority for my account to purchase, sell, retain, exchange, convert or otherwise deal in investments and other assets, exercise rights in respect thereof, make deposits, subscribe to issues and offers for sale of, and accept placings of, any investments, advise on execute and/or effect transactions on any market, take all day-to-day decisions and otherwise effect transactions on my behalf as and in such manner as Mayberry judges appropriate, in its sole discretion, to give effect to my instructions.

5.8. Subject to the terms of my Investment Policy Evaluation Form and/or any other notice or instruction provided by me in writing, I agree that there are no restrictions on: (a) the type(s) of securities, investment(s) or asset(s), which may be acquired for my Portfolio; (b) the type(s) of transactions which may be recommended to me or carried out in respect of any security or securities, investment(s) or asset(s); (c) the amount of any one or type of investment or asset, which may be recommended to me or acquired for the Portfolio; (d) the proportion of the Portfolio which any one or type of investment or asset may constitute; or (e) the markets or exchanges or clearing houses, on or through which transactions may be effected or executed.

6. Investment Risks

6.1. I understand and acknowledge that all forms of investment which may be recommended to me, and/or which may be undertaken by Mayberry on behalf of me (including all investment of the Property in my Portfolio) involve risk, and that degree of risk is a matter of judgment that cannot be accurately pre-determined. Also, the value of investments and the income derived from them can fall as well as rise and so, such value(s) is in no way guaranteed by Mayberry. Mayberry gives no warranty as to the performance or profitability of: (a) my account(s) or the Property in my Portfolio held with it; or (b) any investments made by me, or (c) any part of any investments made by me.

6.2. If Mayberry has agreed to provide me with advisory services, I understand that it is important, and agree to discuss my investment objectives and risk requirements with Mayberry. For my own protection, I shall also inform Mayberry immediately if my circumstances or investment objectives

or risk requirements change, in order for Mayberry to provide me with sound and appropriate investment advice.

6.3. Mayberry shall not be liable for any losses or expenses which I may suffer or incur in connection with any Services offered to me, unless such losses or expenses arise directly from the willful default or fraud of Mayberry.

7. Transactions and Settlements

Sale and Purchase of Property

7.1. All instructions and orders for the sale of Property in my Portfolio will be given by me and executed with the distinct understanding that: (a) an actual sale is intended, (b) it is my intention and obligation in every case to sell and deliver such Property the subject of any and all sales, and that (c) I will so deliver such Property immediately upon demand by Mayberry.

7.2. All instructions and orders for the purchase of Property in my Portfolio will be given by me and executed with the distinct understanding that (i) an actual purchase is intended (ii) it is my intention and obligation in every case to receive and pay for such Property and that, (c) I will make such payment upon demand by Mayberry.

7.3. In the event that Mayberry makes a sale of any Property in my Portfolio, at my direction and instruction, and if I fail to deliver to Mayberry any Property which it has sold at my direction and instruction, Mayberry is authorized to either: (a) transfer Property from any other account(s) held in my name, and/or (b) purchase the Property necessary to enable Mayberry to make delivery to the respective purchaser, and I agree to be responsible, and to indemnify Mayberry, for: (i) the cost of obtaining the Property and (ii) any other costs, claims, liabilities, expenses or losses Mayberry may suffer or incur in connection with obtaining such Property.

7.4. I agree that no settlement of my account(s) may occur without Mayberry first receiving all Property for which the account is deficient PROVIDED that any such settlement of my shall not prejudice any claim by Mayberry for the recovery of Property for which the account is deficient.

Agent

7.5. Mayberry is my constituted agent authorized to complete any authorised and instructed transactions on my behalf. Mayberry is also authorised to make advances and expend monies as may be required in connection with such authorised transactions and settlements.

Instructions

7.6. Instructions and/or representations made by me in relation to transactions and settlements the subject of this Agreement may be effected by notice and/or request in writing, or by way of telephonic conversation. I agree to indemnify Mayberry with respect to any and all costs, claims, liabilities, expenses or losses suffered and/or incurred by Mayberry by reason of: (a) any misrepresentation made by me in relation to any transaction or settlement; or (b) any mistake that shall occur by reason of unclear or insufficient instructions given by me in relation to any transaction or settlement.

7.7. Mayberry is at liberty to act on instructions reasonably believed by Mayberry to be given by me orally or by telephone, telex, facsimile, electronic mail or other forms of communication. Mayberry may also act upon instructions which have been given by any person Mayberry reasonably believes is my agent or attorney acting on my behalf. Mayberry shall have no liability to me for carrying out any transaction or settlement on my behalf once it has received any one of the foregoing permitted forms of authorization. Once given, instructions made by me, or on my behalf, may only be withdrawn or amended with Mayberry's consent.

7.8. Instructions given by me may be acknowledged by such means as Mayberry considers appropriate, whether orally, in writing, by actual performance or otherwise.

7.9. Mayberry may in its absolute discretion refuse to accept or act in accordance with any instructions given by me, without being under any obligation to give any reasons therefor. Mayberry shall have no liability if it declines to act in the absence of written instructions under my

signature. If Mayberry declines an instruction it must take reasonable steps to notify me promptly of such refusal, but shall not be liable for any failure to do so.

7.10. I understand and agree, that if I wish to authorize anyone else to give instructions on my behalf, I shall notify Mayberry in writing, and also do all things necessary to have that other person provide Mayberry with a specimen signature and any necessary information and/or documents, as stipulated by Mayberry. Unless and until Mayberry is informed in writing that any such authority has been withdrawn, any action taken by Mayberry in conforming with instructions given under such authority shall be binding upon me.

Undertaking to give Instructions and Take all required Steps

7.11. I undertake and agree, upon Mayberry's demand, to promptly (and within any time limit imposed by Mayberry) give any instructions Mayberry may reasonably request from me in respect of any of the Services provided under this Agreement. If I fail to do so, Mayberry may in its sole discretion take any steps, at my cost, it considers appropriate for my or for Mayberry's protection.

7.12. I undertake and agree, upon Mayberry's demand, to promptly (and within any time limit imposed by us) execute all deeds or documents (including any power of attorney) and take all steps as may be required by Mayberry from time to time: (a) in my capacity as seller or purchaser (as the case may be) in order to place any Property the subject of this Agreement in transferable form, and in order for Mayberry to thereafter effect the transfer of such Property; and/or (b) in respect of any of the Services provided under, and/or (c) generally, for the purpose of giving effect to this Agreement. If I fail to do so, Mayberry may in its sole discretion take any steps, at my cost, it considers appropriate for my or for Mayberry's protection.

Recording of Communications

7.13. I hereby authorise Mayberry to monitor and/or record any or all telephone and/or electronic communication between me and Mayberry required for Mayberry to comply with its duty to record properly its business transactions and financial affairs. I agree that such recordings may be used as evidence by Mayberry in the event of any dispute between me and Mayberry.

Execution of Instructions on any Market or Exchange / through any Clearing House

7.14. Mayberry may execute my instructions and orders upon any market or exchange and through any clearing house selected by Mayberry, including executing transactions which are not regulated by any stock exchange, unless Mayberry is specifically instructed in writing by me to the contrary.

General

6.16. Mayberry shall be entitled to carry out all transactions in accordance with the rules, regulations and customs of the relevant market, exchange and/or clearing house used in connection with the provision of the Services under this Agreement, and also in accordance with all Laws and Regulations, whether imposed upon me or Mayberry. Mayberry may take all such steps as may be required or permitted by such Laws and Regulations. Mayberry shall be entitled to take or not take any reasonable action it considers fit in order to ensure compliance with the same and I agree that all such actions so taken will be binding upon me.

6.17. In executing transactions on my behalf, Mayberry may: (a) in its sole discretion, deal with me as principal and/or agent; and/or (b) match an order on behalf of me with an order from or on behalf of another client, acting as agent for both parties.

8. Accounts Carried as Clearing Broker

8.1. If Mayberry is carrying any account(s) of mine as clearing broker by arrangement with another broker, dealer or investment advisor ("**Other Broker(s)**") authorised by me, or through whose courtesy my account has been introduced to Mayberry, then until receipt from me of written notice to the contrary, Mayberry may accept from such Other Broker(s), without inquiry or investigation by me: (a) orders for the purchase or sale in said account of securities and other Property, on margin or otherwise, and (b) any other instructions concerning said account.

8.2. Mayberry shall not be responsible or liable for any acts or omissions of such Other Broker(s), or their employees.

9. Binding Order

9.1. Any authorization, instruction, order or notice which I give shall be binding upon me, and any of my personal representatives until Mayberry receives notice of my death. Save as otherwise restricted by law, such death and notice will not affect Mayberry's right to take any action which it could have taken if I had not died

10. Confirmation of Transactions and Account Statements

10.1. Mayberry shall send to me written confirmation of execution of instructions and orders, in respect of each and every transaction subject to this Agreement, in accordance with the requirements of the applicable Laws and Regulations. .

10.2. Any report or confirmation of execution of instruction or order, or account statement which Mayberry provides to me in writing will be deemed correct, conclusive and binding on me: (a) if not objected to by me, in writing, within five (5) business days of delivery to me of same, or (b) unless Mayberry notifies me of an error in such account statement within the same time period.

11. Payment of Indebtedness Upon Demand

11.1. I agree to at all times be liable for the payment of, and shall account to Mayberry for: (a) any amounts legally and properly advanced on my behalf by Mayberry; (b) all fees and costs associated with any transaction and/or settlement effected by Mayberry on my behalf, including any service fees and charges charged by Mayberry (at the rate which shall be notified to me from time to time), taxes, duties, any debit balance or other obligations owing on any of my account(s) with Mayberry, and (c) all fees and costs chargeable or charged by the exchange or market or any clearing house where the transactions and settlements are executed.

11.2. I warrant that any instruction or order which I shall give for sale of Property, relates to Property which is legally and beneficially owned by me, and the giving of such instruction or the placing of such order shall be deemed to constitute my representation that the Property will be delivered as required. If for any reason Mayberry is unable to deliver this Property from any account(s) of mine, I agree to reimburse Mayberry for any expense incurred, and shall generally indemnify Mayberry and keep Mayberry indemnified from all costs, claims, liabilities, expenses or losses Mayberry may suffer or incur in connection with same.

11.3. Any sums due to Mayberry in respect of commissions, costs, fees, expenses or otherwise pursuant to this Agreement (plus any applicable taxes) may be withdrawn without prior notice from any account(s) in my Portfolio (including accounts not connected with a specific transaction), or other assets of mine held by Mayberry or under Mayberry's control and Mayberry may have recourse against and may sell, realise or dispose of any of such assets, and apply the proceeds in or towards discharge of such sums. I hereby give Mayberry authority to direct any third party (if any) holding such assets to make payment of all invoices and other requests for payment in respect thereof presented to it by Mayberry.

11.4. If Mayberry does not receive either cash or securities when due in respect of any transaction which it is to settle or execute with or for me, or I do not take all steps necessary to secure the due and prompt execution and settlement of any such transaction, or I fail to meet or Mayberry reasonably believes in good faith that I am about to fail to meet any other liability to Mayberry or any third party, Mayberry may without prior notice cancel, close out, terminate or reverse all or any contracts, buy in to settle or close any short position created by me, and sell, realise, charge, pledge or otherwise dispose of any investments cash or other assets held for me or which Mayberry may be entitled to receive or control on my behalf at whatever price and in whatever manner Mayberry sees fit in its sole discretion. In this event, Mayberry shall aim to achieve the best price for any property bought or sold, however it shall not be responsible for any loss or diminution in price. Mayberry may also enter into any other transaction or do or not do anything (including the application of money held for me) which would or could have the effect of reducing or eliminating liability under any transaction, position or commitment undertaken by or for me.

11.5. In connection with any such disposal under clause 9.4 above, Mayberry shall not be liable to me in respect of any loss arising nor in respect of any choice made by Mayberry in selecting the

investments sold or disposed of. The proceeds of any sale or disposal of such assets (net of costs) will be applied in or towards discharge of my liabilities and Mayberry will account to me for any balance. In the event that such proceeds of sale are insufficient to cover the whole of my liabilities, I remain liable for the balance.

11.6. I agree to pay Mayberry the reasonable costs and expenses incurred by it, including attorney's fees, associated with the collection of any unpaid amounts owing to Mayberry or any third party under this Agreement.

12. Lien Provision

12.1. All Property held or purchased on my behalf shall be subject to a lien in Mayberry's favour for the discharge of all my indebtedness and any other obligations that I may owe to Mayberry, however and whenever arising, and may be held by Mayberry as security for the payment of any such obligations or indebtedness to Mayberry in any account(s) in my Portfolio, maintained by Mayberry for me, including any account(s) in which I may have an interest.

12.2. Mayberry is authorized whenever it deems necessary, from time to time, to make transfers of any or all of my Property so held on lien, interchangeably between any accounts without regard to whether it has in its possession or in its control other Property of the same kind and amount.

13. Interest Provision

13.1. All amounts advanced and other balances due by me to Mayberry, shall be charged interest in accordance with the rate of interest charged by Mayberry, and the terms and conditions of applying such interest, as notified by Mayberry to its clients from time to time. Such terms and conditions may include the compounding of interest, increases in rates which reflect adjustments in the prevailing overdraft rate at Mayberry's commercial bank, and such other costs and charges as Mayberry may incur and/or charge in connection with this clause (including extra services and facilities Mayberry may have to provide).

13.2. Payment of all amounts advanced and other balances due, together with the interest thereon, shall be made by me to Mayberry at any of its offices, and by so doing such amounts shall be deemed paid to Mayberry.

14. Liquidations and Covering Position

14.1. Mayberry shall have the right, if in its sole and absolute discretion it considers it necessary for its protection, to demand that I provide adequate and/or additional collateral for any transaction or settlement. In the event that I do not provide such collateral, Mayberry shall have the right to liquidate any account of mine held with it.

14.2. If in its sole and absolute discretion Mayberry considers it necessary for its protection, Mayberry shall have the right, in the event of my death or in the event that insolvency and/or bankruptcy proceedings have been brought against or by me, including where I have made an application, or an order has been made, for the assignment of my property for the general benefit of my creditors, or any other application has been filed against me, for bankruptcy, or for any levy against any Property owned by me, to: (a) sell any or all Property in any account(s) of mine held with Mayberry, whether carried individually or jointly with others, (ii) buy any or all Property in order to cover a deficient position in such account(s), or (iii) cancel any open orders and to close any or all outstanding contracts, all without other notice of sale or purchase, or without other notice or advertisements.

14.3. Any such sale or purchase conducted under and in accordance with this clause may be made at Mayberry's sole and absolute discretion on any exchange or other market where such business is usually transacted, or at public auction or private sale, and Mayberry may be the purchaser for its own account.

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

15. Client Representation

15.1 I represent and warrant (which representations and warranties shall be deemed to be repeated by me on each date on which a transaction is entered into under this Agreement) as follows:

(a) I represent that I have reached the age of majority.

(b) I agree to immediately notify you and also abide by the rules of the relevant regulatory agencies and your firm's policies if during this Agreement I am in the future employed by: (i) any exchange or any corporation of which any exchange owns a majority of the capital stock; (ii) any member or firm registered on any exchange; or (iii) any company or individual dealing, either as broker or principal in stocks, bonds, or any other securities, commodities, or commercial paper.

(c) I have full power and authority to execute and deliver this Agreement, each transaction and any other related documentation, and to perform its obligations under this Agreement and each transaction and have taken all necessary action to authorise such execution, delivery and performance.

(d) my Portfolio is free from all liens, charges or other encumbrances and no liens, charges or other encumbrances shall arise from my acts or omission's, except as shall be notified by me to you in accordance with the required notification procedures hereunder.

(e) any information which has been provided to Mayberry, including in relation to my status for taxation purposes, is complete and accurate and I agree to provide any further information properly required by any competent authority or regulatory body. I will immediately notify Mayberry if there is any material change in any such information provided.

(f) I undertake not to deal, except through Mayberry, with any of the investments and other assets comprised in my Portfolio or to authorise anyone else to so deal.

(g) I will not violate or conflict with any law applicable to Mayberry, any provision of Mayberry's constitutional documents or any charge, trust deed, contract or other instrument or any contractual restrictions applicable to, binding on or affecting Mayberry or any of its assets, or oblige Mayberry to create any lien, security interest or encumbrance.

(h) All governmental, regulatory and other consents that are required to have been obtained by me in relation to this Agreement have been so obtained and are in full force and effect and all conditions of any such consents have been complied with.

(i) My obligations under this Agreement constitute my legal, valid and binding obligations, enforceable in accordance with their respective terms.

(j) I will comply with all laws, rules, regulations and disclosure requirements of any relevant jurisdiction, exchange, market or regulatory authority which applies in respect of Mayberry, me or my investments from time to time.

(k) I will promptly give (or procure to be given) to Mayberry such information and assistance as it may reasonably require to enable Mayberry to assist or achieve compliance with any of the obligations mentioned herein, in relation to this Agreement and the Services provided to me from time to time.

(l) where Mayberry provides me with non-discretionary execution-only services and/or advisory services, I have the capacity to evaluate and understand the terms, conditions and risks of each transaction (whether or not recommended by Mayberry) entered into under this Agreement and I am willing and able to accept those terms and conditions and to assume (financially and otherwise) those risks.

(m) no one other than me has or will have interest in any account(s) of mine, unless Mayberry is notified in writing by me of the details of such person(s) and their respective interest(s).

(n) I agree and acknowledge that any breach of any of the representations and warranties given by me under this clause and any breach of any of the provisions of this Agreement by me (including any failure of mine to provide information to Mayberry as provided for under this clause) may adversely affect my Portfolio and the provision of Services by Mayberry to me under this Agreement.

16. Liability and Indemnity

16.1 Mayberry gives no warranty as to the recommendations and/or advice given by it under or pursuant to this Agreement or as to the performance or profitability of the Portfolio or any part of it or that my investment objectives as stated in the Investment Policy Evaluation Form will be achieved. Mayberry cannot guarantee that investments and other assets recommended and/or acquired for the Portfolio will not depreciate in value or that they will not be affected by adverse tax consequences. I, and any professional tax and/or legal adviser of mine, remain responsible for the management of my affairs for tax and/or legal purposes, respectfully.

16.2. Mayberry shall not be liable for the default of any counterparty, bank, custodian, sub-custodian or other entity which holds money, investments or other documents of title on behalf of me or with or through whom transactions on behalf of me are conducted in respect of my Portfolio.

16.3. Mayberry shall not be liable for any error of judgement or any loss suffered by me in connection with the Services it provides to me under this Agreement (and in particular, but without limitation, Mayberry shall not be liable for any loss which may be sustained in the purchase, holding or sale of any investments or other assets in connection with those Services) unless such loss arises from Mayberry's willful default or fraud.

16.4. I undertake to keep Mayberry and its agents, delegates, officers, members and employees fully and effectively indemnified against all costs, losses, charges, liabilities, expenses and claims whatsoever incurred by it, or them (including reasonable legal costs), pursuant to or in connection with this Agreement unless due to its, or their, respective willful default or fraud.

17. Joint and Several Liability and Joint Accounts

17.1. This clause 17 applies only where this Agreement is being entered into by Mayberry with more than one person such as joint account holders, trustees or personal representatives.

17.2. I shall be jointly and severally liable for the obligations of all and any account(s) the subject of this Agreement, or in any other dealings between me and Mayberry.

17.3 Unless and until Mayberry receives written notice signed by all joint holders withdrawing or varying the same so as to limit such authority to a specific named individual:

(a) each joint holder will have authority on behalf of all the joint holders to deal with Mayberry as fully and completely as if it were the sole owner of the account without any notice to the other joint holders;

(b) any of the joint holders may give Mayberry an effective and final discharge in respect of any of their obligations;

(c) any notice or communication given to one joint holder shall be deemed to be given to all;

(d) on the death of any of the joint holders, this Agreement will not terminate but remain binding on the other person(s) and Mayberry may treat such survivor(s) as the only persons party to this Agreement with Mayberry;

(e) where I and any other joint holders are trustees of a trust or personal representatives of an estate, I and each joint holder undertake to give Mayberry notice forthwith of any change in trustees or personal representatives;

(f) where I and any other joint holders are trustees of a trust, I and each joint holder undertakes to supply Mayberry with copies of any documents now existing (or hereafter executed) limiting, extending or varying the powers of the trustees or amending the objects of the trust and any other documents or information we may reasonably require in connection with those changes.

17.4 Notwithstanding the foregoing, Mayberry reserves the right at its sole and absolute discretion:

(a) to require joint instructions from some or all of the joint holders before taking any action under this Agreement; and

(b) if Mayberry receives instructions from a joint holder which in its opinion conflict or are inconsistent with other instructions, to advise one or more joint holders of such conflict or inconsistency and/or take no action on any such instructions until we receive further instructions satisfactory to Mayberry.

18. Confidentiality

18.1. Subject to applicable Laws and Regulations, Mayberry shall be under no duty to disclose to me, or in making any decision or taking any action in connection with the provision of Services to me, to take into account any information or other matters which come to Mayberry's notice or the notice of any of Mayberry's employees, directors, agents or Associates: (a) where this would, or Mayberry reasonably believes that it would, be a breach of any duty of or confidence to any other person; or (b) where the information or other matters do not come to the actual notice of Mayberry or other individual providing me with the Service in question.

18.4. The parties to this Agreement will at all times keep confidential any information of a confidential nature acquired in connection with this Agreement or the Services, except for information which they are bound to disclose under compulsion of law or by request of the FSC or any other regulatory agencies, or to the professional advisers of same.

19. Conflicts of interest and disclosures

19.1. In relation to any advice Mayberry gives or transaction Mayberry executes or arranges with or for me, Mayberry or any Associate may have an interest, relationship, arrangement, or duty which gives or may give rise to a conflict of interest with my interest(s) in relation to the investment or transaction concerned or investments or Property underlying, derived from or otherwise directly or indirectly related to such investments. Mayberry shall take all reasonable steps to ensure fair treatment for me in relation to any such transactions.

19.2. Mayberry and/or its Associates shall be entitled to give advice or make recommendations to me or enter into a transaction for or with me or retain my investments or act as my agents or provide any other service notwithstanding any such material conflict of interest and, shall not be under a duty to disclose any such conflict to me or any profit arising therefrom without further reference to me, except for information which Mayberry is bound to disclose under compulsion of any applicable Laws and Regulations or by request of regulatory agencies or to the professional advisers of same.. I hereby acknowledge and agree that in such cases, Mayberry or its Associate may in its sole discretion decline to carry out a transaction for or with me or to give advice or make a recommendation to me.

20. Complaints

18.1. Complaints may be made by any means and should in the first instance be made to the [Vice President of Compliance and Risk] of Mayberry at the address of Mayberry stated in this Agreement. Complaints will be dealt with in accordance with all applicable Laws and Regulations.

21. Termination

21.1. Either party may terminate this Agreement at any time by written notice to the other to take effect immediately or on such date as may be specified in such notice.

21.2 Termination of this Agreement pursuant to clause 21.1 shall be without prejudice to the completion of any transaction or transactions already initiated and any transaction or all transactions outstanding at the time of termination will be settled and delivery made: (a) without prejudice to, and shall not affect any accrued rights, existing commitments or any contractual provision intended to survive termination of this Agreement; and (b) without penalty or other additional payment save that I will pay: (i) all outstanding fees and charges; (ii) any expenses incurred by us in the provision of the Services or under this Agreement payable by you; (iii) any additional expenses incurred by Mayberry in terminating this Agreement; and (iv) any losses necessarily realized in settling or concluding outstanding obligations, and (v) any other fees to be paid as required by this Agreement.

22. Force majeure

22.1. Whilst Mayberry will endeavour to comply with its obligations under this Agreement in a timely manner, Mayberry will incur no liability whatsoever for any partial or non-performance of its

obligations by reason of any cause beyond its reasonable control including but not limited to any communications, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any law or regulatory requirement and Mayberry shall not be held liable for any loss I may incur as a result.

23. Binding Notice of Agreement

23.1. I expressly agree that Mayberry shall not be bound by any representation or agreement made by any of its employees or agents which purports to affect or diminish its rights under this Agreement.

24. Severability

24.1. In the event that 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 enforceability of all other provisions shall not be affected.

25. Address and Notices

25.1. My address stated herein is, and will continue to be a correct address until I give Mayberry written notice delivered to its address stated herein of any change to my address.

25.2. Notices and communications sent to my address will constitute personal delivery to me, whether actually received or not and notices to me shall be deemed served when actually delivered, or if sent by post within three (3) days of posting, or if sent by electronic transmission, when actually transmitted.

25.3. Without prejudice to the provisions of clause 7 and any other provision relating to the giving of transaction and other instructions, any notification given to Mayberry under this Agreement shall be in writing and sent to the address of Mayberry stated herein or such other address as may be notified by Mayberry to you from time to time, and such notice to Mayberry shall take effect upon its actual receipt by Mayberry.

26. Jurisdiction

26.1. All transactions made on my account(s) opened and held with Mayberry or introduced to Mayberry as clearing broker through the aforementioned introducing firm shall be governed by the terms of this Agreement.

26.2. This agreement and its enforcement shall be construed and governed by the laws of Jamaica and shall be binding upon my heirs, executors, administrators, successors, and assigns.

27. Arbitration

27.1. I agree, and by carrying any account(s) for me Mayberry agrees, that any disputes and all controversies which may arise between me and Mayberry or between me and the organization that has introduced my account(s) carried by Mayberry concerning any account(s), transaction, dispute or the construction, performance or breach of this or any other relevant agreement, whether entered into prior on or subsequent to the date hereof shall be determined by arbitration.

27.2. Any arbitration under this agreement shall be held under and pursuant to and be governed by the Arbitration Act of Jamaica, and shall be conducted before a single arbitrator appointed by the Chairman for the time being of the Financial Services Commission or such other competent regulatory authority as may then exist from time to time.

27.3. The award of the arbitrator shall be final, and judgment upon the award rendered may be entered in any court of competent jurisdiction.

28. Assignment

28.1. This agreement may be assigned by Mayberry and will inure to the benefit of my successors and assignees, and Mayberry may transfer or assign the account(s) of mine to those successors

and assignees, and such assignment and any things done or not done in contemplation thereof, shall be binding on my personal representatives and me.

28.2. This Agreement is personal to me and shall not be capable of assignment by me or of being transferred by me, without the written consent of Mayberry, which shall be provided in Mayberry's sole discretion.

29. Authorization for All Accounts

29.1. This authorization shall be apply to all accounts carried by you for me and shall remain in full force until written notice of revocation is received by you.

30. General

30.1. This Agreement supersedes any previous agreement between the parties relating to the subject matter of this Agreement.

30.2. Headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

30.3. Each of the parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

30.4. Nothing in this Agreement (or any of the arrangements contemplated by it) shall be deemed to create a partnership between the parties.

30.5. No failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver of that or any other right or remedy and no single or partial exercise of any right or remedy under this Agreement shall preclude or restrict any further exercise of such right or remedy. The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

Please sign below to indicate your acceptance of these Terms and this Agreement.

DATED THE: _____ DAY OF _____ 20__

SIGNED BY, Principal:
(Name)

Signature of Principal:

Address:

WITNESSED BY:
(Signature)

Name: _____

SIGNED BY, Joint Owner (1):
(Name)

Signature of Joint Owner (1):

Address:

WITNESSED BY:
(Signature)

Name: _____

SIGNED BY, Joint Owner (2):
(Name)

Signature of Joint Owner (2):

Address:

WITNESSED BY:
(Signature)

Name: _____

SIGNED on behalf of, Mayberry Investments Limited, by :
(Name)

Capacity:, Authorized Signature of Mayberry Investments Limited

Address: 1 ½ Oxford Road, Kingston 5, Saint Andrew, Jamaica.

WITNESSED BY:
(Signature)

Name: _____

15. FOR INTERNAL USE BY MAYBERRY ONLY

Account Number:	JCSD Number:
Account Executive:	Date:
Checked by:	Date:
Approved by:	Date:
Verified by:	Date: