

Investor Account Agreement

When you sign the WISE Investor Application Form you agree to the terms and conditions set out in this Agreement.

This Agreement is entered into between West Indies Stockbrokers Limited, a company incorporated under the laws of Trinidad and Tobago (hereinafter called "WISE") and

In consideration for WISE (hereinafter referred to as "we", "us", "our", or "WISE") buying, selling and generally dealing with and trading in securities, the holder of the account with us, and anyone authorized to trade in the account by the holder of the account, (hereinafter collectively referred to as "you", "your" or "accountholder") agree that this agreement and any other applicable agreements will govern all matters pertaining to all of your accounts with WISE, including any future accounts or any account which you have an interest in alone or jointly.

By completing the attached investor application forms and transacting in your Account, you agree to the terms set out in the account opening forms, this Investor Account Agreement and any other applicable agreements. This agreement also applies if:

- your Account is temporarily closed or reopened, or we give it a different number; and
- there is more than one accountholder or if any of the accountholders is a corporation or other entity.

Notwithstanding the foregoing, your Account may be subject to additional terms and conditions pursuant to our policies and any applicable regulatory requirements.

1. Your obligations

1.1 You agree:

- (a) to immediately notify WISE in writing if there is any change to the information provided to us on the Investor Application Form provided to WISE at the time of opening the Investor Account;
- (b) to operate the account in accordance with agreed guidelines and all applicable laws;
- (c) to check and verify each account statement received from WISE and to notify WISE forthwith of any errors in the volume, type and value of any securities mentioned in the account statement received from WISE;
- (d) not to sell, pledge or otherwise dispose of such securities that may have been wrongly or erroneously credited to my/our account;
- (e) that if you dispose of, sell, transfer, or pledge any securities that have been wrongly or erroneously credited to your account you may be liable to criminal prosecution and will be required to make full restitution to WISE;

1.2 You acknowledge and warrant that:

- (a) you are the legal and beneficial owner, and have good title to any securities delivered by you;
- (b) there are no liens, adverse claims or other encumbrances whatsoever on any securities delivered by you;
- (c) the funds and securities delivered by you to WISE came from a legal source and are not connected to money laundering, terrorist activities, drug trafficking or other criminal offences; and
- (d) information you provide to us on your WISE account opening forms and all other information you provide to us verbally, in writing, electronically, by an Automated Service or any other means is true and complete. This includes your telephone number and any information related to any transaction.

1.3 If you are a company, trust, partnership, investment club or any other legal entity, you confirm that:

- (a) you have the right and ability to enter into this Agreement and carry out the transactions described in herein; and
- (b) the execution and delivery of this Agreement has been properly authorized.

2. Agency Appointment

2.1 You, the Client, hereby appoint WISE, upon receipt of your instructions, to purchase or join in purchasing, to sell or join in selling or pledge any stocks, shares, mutual funds, bonds and other securities or investments of a like nature, and to open local and /or foreign currency accounts including accounts denominated in USD, and to execute all documents and other instruments necessary and proper to do so. WISE will open an account and will act as your agent for buying, selling and generally dealing in securities. At times WISE may also act as principal within the same transaction, meaning that WISE may buy or sell to you from our own account or inventory of securities.

2.2 WISE issues and receives cheques and delivers and receives securities with respect to transactions directed by you.

2.3 In consideration of WISE acting in accordance with this Agreement, you hereby undertake to indemnify WISE and to keep WISE indemnified against all losses, claims, action, proceedings, demands, damages, costs and expenses that you may incur or sustain of whatever nature and howsoever arising, out of or in connection with such instructions.

2.4 WISE shall in no event be liable for any mistake or default of any of its agents and in no event will WISE be liable for indirect special or consequential damages.

2.5 WISE will from time to time provide you, on a non-binding basis with historical investment information. You will have to decide whether or not to act on the investment information provided by WISE. WISE does not provide discretionary investment management services or advice. Officers of WISE are not authorized to provide investment advice.

2.6 You confirm that you understand and are comfortable with the risks of investing. This risk includes, but is not limited to, possible loss of part or all of your invested amounts. You acknowledge that WISE holds no advisory or discretionary power on your account and all investment decisions will be made by you based on your own volition.

2.7 Account Instructions: We may, at our discretion, honour instructions purporting or claiming to be from you given by verbal telephone conversation with our licensed employees, by telephone, facsimile or other electronic transmission, including without limitation, instructions provided to WISE through an Automated Service, or such other manner as WISE may determine, without the necessity of any verification or enquiry, other than the WISE identification number provided to you. We may, at our discretion, record any telephone communications between you and us. We will treat any instructions you give us through an Automated Service as correct as received by the Automated Service.

WISE in its sole discretion may refuse to act as broker with respect to a particular transaction. We may refuse to execute any instructions with respect to your account, including, without limitation, any order for the purchase or sale of a security or for the deposit or withdrawal of securities or money from your account, whenever we deem it necessary for our protection or for any other purpose and without any obligation to provide you with notice of any such refusal. We are not liable for any loss, expense or damage you suffer if we refuse to execute any instructions with respect to your account.

2.8 No Advice and Suitability Waiver Acknowledgment : You acknowledge that WISE does not provide any investment advice or recommendations regarding the purchase or sale of any securities in your Account, and therefore we do not accept any responsibility for the suitability of any of your investment decisions or transactions ("Suitability Waiver Acknowledgement"). You are solely responsible, and we are not in any way responsible, for determinations regarding the investment products and services in which you are permitted to transact, your capacity or authorization to undertake a transaction, and the investment decisions you make, as well as for your profits or losses resulting from any of the foregoing.

Furthermore, you are responsible for keeping informed of any events that may impact the securities held in your Account. This includes, without limitation, corporate actions and reorganizations of any issuer of securities held in your Account. Although we will make reasonable efforts to notify you of any such information if we become aware of same, we are not in any way liable for any losses in your Account as a result of any delay in you receiving this information or processing related transactions on your Account.

You hereby agree to this Suitability Waiver Acknowledgment as set out in this Clause 2.8. By continuing to operate your Account and/or hold funds or securities in your Account, you acknowledge and agree to our "No Advice" policy indicated above and continue to waive suitability pursuant to your Suitability Waiver Acknowledgement.

Any notifications or messages appearing on our website do not constitute a recommendation by WISE. You are solely responsible for your own investment decisions regarding the purchase and sale of any securities. For legal or tax related questions or advice, please consult with your legal or tax advisor.

2.9 Customized Investment Portfolios: Where you opt for a customized investment portfolio, you agree to instruct WISE to invest funds in your account in a specified portfolio in accordance with the applicable Statement of Investment Policy. The Statement of Investment Policy is a statement agreed by you as reflecting your general goals and objectives and the general strategies WISE should employ to meet those objectives. In employing general strategies, WISE shall engage the services of RBC Investment Management (Caribbean) Limited as its investment advisor for each of the portfolios to provide investment discretionary advice.

WISE shall notify you of any changes that it makes to the Statement of Investment Policy and WISE reserves the right to amend the Statement of Investment Policy from time to time without your prior consent. Changes shall be sent to you electronically or via mail and your continued use of the service shall be deemed to be consent.

WISE will execute investments, changes and dispositions on your behalf in its capacity as broker dealer. WISE has not given and you have not relied on any advice from WISE in giving any instructions with respect to any portfolio. You have appointed WISE as your attorney for the purpose of doing all things on your behalf in the course of managing the selected portfolio in accordance with the Statement of Investment Policy. WISE shall have complete discretion without prior reference to you, subject only to restrictions specified in the Statement of Investment Policy, over the investment of the selected portfolio and as to the sale or retention of the investments within the portfolio and as to the reinvestment of the proceeds of sale and the variation of investments made. You grant WISE the power to rebalance the selected portfolio in order to meet the Statement of Investment Policy and the agreed asset allocation set out therein.

You acknowledge that one or more accounts may be required to be opened with WISE or any third party in the management of the selected portfolios. You expressly authorize WISE from time to time to act as your agent in the opening and operation of any such accounts. You acknowledge, accept and agree that you shall abide by the rules and procedures of such accounts; and you assume and bear all risks associated with the ownership and dealings in the securities and the related operational and payment arrangements of such accounts.

You shall stand by, ratify and accept the results of the trading activity carried out by WISE as though you had made all the investment decisions. You agree to indemnify WISE against any costs, loss, liability or expenses which may be incurred in connection with any bona fide act done in the due performance of WISE's duties. You understand and accept that neither WISE nor RBC Investment Management (Caribbean) Limited shall be liable for any loss (including loss of capital) that may occur as a result of WISE's management of the portfolio or RBC Investment Management (Caribbean) Limited's investment advice in accordance with the Statement of Investment Policy. You acknowledge, declare and agree that the decision to rely on RBC Investment Management (Caribbean) Limited's expertise and discretion is solely your decision.

It is expressly agreed that WISE does not guarantee any margin of return and that the investments contemplated to be included in the portfolio involve some degree of market and/or commercial risk and that their values may go up or down. In the event that the realizable value of an investment made in the portfolio at any given time is less than the amount of the initial investment, you shall have no claim against WISE or RBC Investment Management (Caribbean) Limited in respect of such losses, nor shall any claim lie against WISE or RBC Investment Management (Caribbean) Limited in the event that gains made on investing the said moneys are less than you anticipated or believe could have been made had the said moneys been managed differently provided that WISE acted in accordance with this Agreement.

3. Trading Rules

- 3.1 All applicable securities laws, regulations and rules apply to all transactions carried out by WISE for you.
- 3.2 If the transaction is carried out on a stock exchange, market, clearing house or self-regulatory organization, the constitution, applicable securities laws, rules, regulations, customs and usages of that exchange, market, clearing house or self-regulatory organization shall apply.
- 3.3 You will pay for all securities from the funds held in your Account on the settlement date or on any other day we may set, which will be reflected in your trade confirmation. Settlement periods will vary depending on the type of security you hold. We will credit to your Account any dividends, interest, other money received for your securities and the proceeds from a sale or disposition, after deducting any charges.
- 3.4 We keep a record of all receipts, deliveries of securities and Account positions.

4. Giving Instructions and Electronic Instructions

- 4.1 You authorise and consent to WISE accepting and acting on instructions you may send by facsimile, email, telephone or other form of electronic communication purporting to be instructions (the "Electronic Instruction") issued by you.

4.2 You acknowledge and agree that WISE will only accept and act upon Electronic Instructions received from the facsimile number(s) and e-mail address(es), as stated in the Investor Application form or otherwise as indicated by you from time to time in writing to WISE in WISE's sole and absolute discretion.

4.3 You acknowledge and agree that by authorizing and consenting to WISE accepting and acting on the Electronic Instruction, WISE shall be under no obligation to verify the authenticity of any Electronic Instruction prior to acting on it but, if WISE, in its sole and absolute discretion, doubts the authenticity of any Electronic Instruction, it is entitled to refrain from acting on it; provided that, WISE takes reasonable steps to verify the authenticity of such Electronic Instruction. You undertake to ratify all Electronic Instructions which you may give when requested by WISE.

4.4 WISE may, at our discretion, record any telephone communication between you and us.

4.5 WISE is entitled to rely on written instructions from you and is under no duty to make further investigations or inquiry to your instructions or the truth or accuracy of the statements contained therein.

4.6 You acknowledge that Electronic Instructions are at particular risk of being intercepted, altered or otherwise subject to fraud by third party action which even acting with reasonable care and skill may not be detected by WISE. You agree that WISE shall not assume responsibility for any system malfunction, including but not limited to transmission errors, omissions, distortions and other similar malfunctions not within WISE's control, as well as Electronic Instructions which have been intercepted, altered or otherwise subject to fraud.

4.7 In the event that you would like to terminate your consent and authorization for WISE to accept and act upon the Electronic Instruction, you must provide WISE with written notice to that effect. Such termination shall take effect within thirty (30) days from receipt of such notice. Until such notice of termination has taken effect, WISE may accept and act upon any Electronic Instruction.

5. Automated Services

5.1 Definitions:

"Automated Services" means any service we provide, now or in the future, that allows you to access your account, or future accounts, information or other services we provide, and allows you to provide instructions regarding your account or future accounts, by regular or automated telephone communications, interactive voice recognition, cellular, wireless or portable phone, mobile device, interactive device, fax machine, email, computer, video, intelligent terminal television, modem, Internet, online or other telecommunication or electronic communication system or other similar devices. An Automated Service includes Electronic Trading and access and use of the Online Investment Platform. Information refers to any information you receive or provide through an Automated Service, including quotations and order requests you place.

"Electronic Trading" means any service offered by WISE that allows orders to be submitted to or through WISE via electronic means and includes access to the Online Investment Platform.

"Online Investment Platform" means the website to which you will be granted access where you can directly buy and sell securities on your own behalf.

5.2 General:

By using any of our Automated Services described in this section, you agree to the terms set out below:

- that the terms in this Part are in addition to and are not a substitute for the rest of this agreement;
- that if there is a conflict between the terms of this Part and the rest of the agreement, the terms in this Part will prevail;
- The terms, rules, procedures, fees and charges set out in any written or computer-generated instructions, software, manuals, fee schedules or other documents relating to our Automated Services form part of this agreement.

Not all of the same functionality or features may be accessible or available for all accounts, services or Automated Services or at all times.

5.3 Passwords: Your password is the personal password or passwords you have chosen or we have provided to you ("Password"). Your Password lets you access your Account, enter order requests, get quotations, engage in Account transactions and establish automatic transactions (together, "Transactions") and receive information through our Automated Services.

You are fully responsible and liable for the security and confidentiality of your Password, all use and misuse of your Password, and all instructions provided using your Password. You agree to keep your Password secure, confidential and separate from your Account number and any other information or documents relating to your Account at all times. You will not disclose your Password to any person or permit any other person to use your Password. You will immediately notify us if you know or suspect that your Password has been lost or stolen or becomes known to or used by any other person. WISE is not required to verify the identity or authority of any person using your Password and may act upon any instructions that are given with your Password. However, we may, in our sole discretion, require proof at any time of the authority of any person seeking to give instructions to us using your Password, and may refuse to accept or act upon any Instructions if it is not satisfied with such proof. You are responsible for any charges or losses resulting from the use of your Password.

We are not responsible for any unauthorized use of an Automated Service by any other person.

5.4 Delivery of Disclosure: You consent to receive, by electronic means, any disclosures that we must provide or present to you as part of any Transaction, as well as any disclosures that we must provide or present to you following the execution of any Transaction. Disclosures which are not delivered or presented to you electronically will be provided in paper format.

5.5 Electronic Signatures: Certain documents that we may provide in connection with a Transaction require your signature and will be presented to you electronically. You consent that when you agree to a document electronically, your agreement will be captured ("Electronic Signature") and your Electronic Signature shall be legally binding.

5.6 Third Party Service Providers: You understand and agree that: (i) we may use Third Party Service Providers to provide or to assist us in providing Automated Services; and (ii) other than our subsidiaries or affiliates, we are not affiliated or associated with Third Party Service Providers.

5.7 Except as varied by the paragraph immediately below, the consents and authorizations contained in this section will not change any other consent, authorization or preference you have given or may give to us regarding the collection, use and disclosure of your information.

5.8 You authorize us to collect, use and disclose, any information required to provide or operate the Automated Services, or any information or content you may provide while using or accessing Automated Services, for the following purposes:

- (i) to share such information or content with Third Party Service Providers for the purpose of providing or assisting us in providing Automated Services; and

- (ii) to prepare the reports described immediately below.

You also authorize Third Party Service Providers to use information or any content you may provide while using the Automated Services for preparing, using and distributing statistical, profiling, performance or operation reports about the Automated Services.

5.9 Online Investment Platform Orders

- (a) Purchase Orders: For purchase orders, one of the following conditions must apply at the time of the purchase:

- Sufficient cash or excess margin in the account to cover the purchase; or
- Confirmed sale in the WISE account; the proceeds of which are sufficient to cover the purchase transaction; or
- Cash accounts may place a purchase for 1x equity. You are responsible for covering the trade by settlement. If the trade is not covered, you may be sold out without notice and incur fees (i.e. commissions for sell-out, interest, etc.)

WISE will not accept orders based on pending transfers.

(b) Sale Orders

- The securities being sold must be in the account prior to the order being placed;
- If the client chooses to transfer sale proceeds to their bank account, the funds can be credited only upon settlement.

WISE will not be held liable for any loss incurred as a result of any errors or omissions that may have occurred during or in connection with your completion of your order requests on the Online Investment Platform.

5.10 Consent.

You hereby acknowledge and agree that for record keeping, instruction confirmation, and other business purposes, WISE may in its sole discretion: (a) monitor your use of any Automated Services (as defined in this schedule), including instructions, with us; and (b) create and retain permanent records (including digital records) of your use of Automated Services, including instructions, with us, all without any further notice to you, and you hereby specifically consent to such monitoring and record creation and retention.

5.11 Intellectual Property.

We are the owner of all intellectual property rights subsisting on each website page and Automated Services made available by us. Unless otherwise indicated, trademarks and logos, and all works, including texts, images, illustrations, software, HTML codes, audio clips and videos appearing on WISE's website pages are our property and without our express written permission, may not be reproduced, republished, downloaded, posted, transmitted, distributed or modified, in whole or in part, in any form whatsoever, except for personal and non-commercial use, including viewing, printing or archiving of electronic copies of your activities, in accordance with this Agreement and as we may further instruct you. Nothing in this Agreement is to be interpreted as conferring a right to use our works, trademarks or logos in any other way.

5.12 Communications, Contracts and Order Requests by Electronic Means (if available).

You authorize us to act on all instructions from you or on your behalf through any Automated Service, including for all order requests placed for your Account through any Automated Service. For greater clarity, any communication or contract that is received from you by electronic means, or that is purported to be given by you, regardless of whether or not it was actually from you, will be considered to be duly authorized and binding on you and will be enforceable against you. You agree that any communication or contract delivered, received or entered into by electronic means shall be considered to be signed and/or delivered and to constitute a "writing" for the purposes of any applicable statutory, contractual or other legal requirement. You agree not to dispute any such communication or contract on the basis that it was delivered, received or entered into by electronic means, including on the basis that it was not "in writing" or was not signed or delivered. For the purposes of this Agreement, the term "electronic means" means any communication method permitted by us from time to time that may include computer, telephone, cell phone, smart phone, Internet, email, personal digital assistant, facsimile, video or other method of telecommunication or electronic transmission.

Once the Automated Services have been accessed, you authorize WISE to accept and you agree to be responsible for any instruction given by you or purposed to be given by you. Any instruction will have the same legal effect as if it was a written instruction and signed by you.

You are responsible for making sure that:

- we receive your order request
- any instructions given for your Account or related to an Automated Service are true, accurate and complete
- You agree to accept responsibility for any loss caused as a result of, or in connection with, an order request transmitted through an Automated Service by you. We will verify all orders. We may require you to confirm the order request prior to our processing it. We may maintain a database or use another method to keep a record of all your instructions using the Automated Services.

5.13 Prohibition on Use.

You will not (a) provide untrue, inaccurate or incomplete information about yourself or your accounts held with us or at other financial institutions; (b) access or use the Automated Services for an illegal, fraudulent, malicious or defamatory purpose; (c) take steps or actions that could or do undermine the security, integrity, effectiveness, goodwill or connectivity of the Automated Services (including illegal, fraudulent, malicious, defamatory or other activities that threaten to harm or cause harm to any other person); or (d) reverse engineer the source code for any software.

5.14 Using Information:

The information we provide through our Automated Services:

- has been independently obtained from information providers through sources we believe are reliable
- belongs to the information providers. You may use the information only for your own benefit. You may not reproduce, sell, distribute, circulate or commercially exploit it in any way or provide it to any other person without our consent in writing or the consent of the information providers, if needed; and
- the information may include views, opinions and recommendations of individuals or organizations that may be of interest to investors generally.

The information providers and we do not:

- endorse any of these views or opinions
- give investment, tax, accounting or legal advice
- recommend buying or selling any security
- guarantee that this information is accurate, complete, timely or in the correct order.

5.15 **Services Modifications and Interruptions:** We may modify any or all of our Automated Services without giving notice to you. This agreement applies to any of the services (or part or features thereof) added or changed by us. Any of our Automated Services may periodically be unavailable because of maintenance, updates or other reasonable causes, including during periods of increased market activity.

5.16 **Liability:** In no event will we, or our affiliates, be liable to you or others for any damages, direct, indirect, consequential or special, including, without limitation, all losses, costs, expenses, loss of profits, loss of business revenue or failure to realize expected savings arising from or out of the existence, furnishing, or functioning of Automated Services, or any act or omission in connection with your accessing Automated Services.

We are not liable by reason of acting or failing to act due to an error in an order request actually received by us, or as a result of an order request not being received by us. We, or our affiliates, are not responsible for any losses, damages or personal injury that any person suffers as a result of:

- your accessing Automated Services, including your use of any computer or device to access the Automated Services
- the use or performance of any software we provide. The information providers and we are not liable:
- to you or any other person for the accuracy, completeness, timeliness or correct order of the information
- for any decision you make or action you take by relying on any of the information or our Automated Services
- for any interruption of any data, information or other aspect of the Automated Services as a result of any negligent act, omission including without limitation communications or power failure, equipment or software malfunction or other cause beyond the reasonable control of the information provider or us.

5.17 **Electronic Retention and Destruction of Documents:** Account Documentation may at our discretion be retained by us electronically and the original or originals destroyed. You hereby consent, pursuant to applicable electronic commerce legislation and otherwise, to your Account Documentation being retained by us solely in electronic form and to the destruction of the original or originals. You further agree that the electronic record of your Account Documentation is admissible in any legal, administrative, regulatory, self-regulatory or other proceeding as conclusive evidence of the accuracy and completeness of its contents and your agreement to the terms and conditions contained therein in the same manner as the original or originals. In connection with the foregoing, you consent to and waive any right to object to the use, provision, acceptance, enforcement or introduction into evidence in any proceeding of any electronic copy of your Account Documentation

6. Statements, Confirmations and Notices

- 6.1 Your account number will appear on all account statements and trade confirmations that WISE sends to you.
- 6.2 Account statements, trade confirmations, notices and other communications that WISE sends to you by prepaid mail are deemed to be given and received on the tenth (10th) day after WISE mails such account statements, trade confirmations, notices and other communications (the "Deemed Receipt").
- 6.3 Any notice or information that WISE gives to you in person, by fax or electronically is deemed to be received by you on the day that WISE sends such notice or information.
- 6.4 Depending on the level of activity in the account, you will receive an account statement either monthly or quarterly, as determined by WISE in its sole and absolute discretion.
- 6.5 WISE will assume that any account statement that it sends to you is complete and accurate unless you tell WISE otherwise within five (5) days from the date of Deemed Receipt or the day that WISE deems that you have received such Account statement, whichever is earlier.
- 6.6 WISE will assume any trade confirmation or other notices that WISE sends to you in writing (excluding account statements), by telephone or any other electronic or telecommunication device are complete and accurate unless you tell WISE otherwise within five (5) days from the date of Deemed Receipt or the day that WISE deems that you have received such trade confirmation, if provided, and notice.

7. Fees, Commissions and Indebtedness to WISE

- 7.1 WISE will deduct from the account all commissions, transaction charges, administrative or custody fees applicable to the account.
- 7.2 Commissions and transaction charges will be charged at WISE's customary rates in place from time to time or as negotiated from time to time.
- 7.3 Administrative fees and custody fees will be charged at WISE's customary rates in place from time to time or as negotiated from time to time.
- 7.4 WISE may at its sole discretion may change its administrative fees, custody fees or charges by giving you 60 days prior written notice of such change.
- 7.5 Unless otherwise agreed, WISE provides what is commonly referred to as "all-in" pricing for bond transactions. Accordingly, unless otherwise agreed, the price of any bond transaction that WISE executes for a client may include what WISE determines to be a reasonable bid-ask spread and/or mark-up.
- 7.6 You consent to WISE having a continuing security interest in, right of set-off to and lien on all securities, cash and other property in your account. If you owe WISE money we may apply the credit balance in any of your account(s) against any indebtedness without giving you notice. This means we may transfer any credit or debit balances between this account and other accounts you hold with us in order to offset any indebtedness. WISE may also sell or transfer securities in your account to satisfy your obligations to WISE. WISE in its sole discretion may determine which securities or other property may be sold to satisfy your indebtedness to us.

8. Collection and Use of Your Information

- 8.1 You acknowledge and agree that WISE will be entitled to make disclosures in response to any specific enquiry from any governmental, regulatory or law enforcement authority, concerning you (or any other person who may be interested in the account), where such disclosure is required under any law or pursuant to a court order or where in the opinion of WISE reached in good faith, any such disclosure is advisable. You waive any claim or liability arising from such disclosure and consent and agree to such disclosures as may be required by WISE.
- 8.2 Protecting Your Privacy:
 - (a) WISE may from time to time collect financial and other information about you. This information includes information provided to open your account and transactions related information arising from your relationship with WISE. You authorize WISE to collect this information when you open an account and during the course of our relationship. WISE may obtain this information from a variety of sources, including your records, from service arrangements (including transactions) you have made with us or through us, from credit reporting agencies and other financial institutions.

- (b) The information collected about you may be used or disclosed for the following purposes: (i) verify your identity and perform background verifications; (ii) to open and operate investment account(s); (iii) to promote our products and services or those of third parties that may be of interest to you; (iv) to determine your eligibility for products and services; (v) to help WISE better understand the current and future needs of its clients; (vi) to help WISE manage its business and relationship with you; (vii) as required or permitted by law.
- (c) For these purposes WISE may make this information available to our employees, agents and service providers, who are required to maintain the confidentiality of this information. With your specific consent WISE may give this information to other persons.
- (d) WISE may also use this information for the following purposes:
 - (i) To promote our products and services to you and those of third parties, which may be of interest to you;
 - (ii) Where not prohibited by law, WISE may share this information with other members of RBC Caribbean Banking Group for the purpose of referring you to them or promoting products and services offered by them, as well as those of their selected third parties, which may be of interest to you. You understand that WISE and each member of RBC Caribbean Banking Group are separate, affiliated corporations. You acknowledge that, if as a result of such sharing they provide products or services to you, they may pay WISE a referral fee and advise WISE of those products or services they have provided to you; and
 - (iii) If you also deal with other members of RBC Caribbean Banking Group, WISE may, where not prohibited by law, consolidate your information with information they have about you to allow WISE and other members of RBC Caribbean Banking Group to manage your relationship with them.
- (e) Notwithstanding any provision of the Broker/Investor Agreement or any provision to the contrary in this Agreement, WISE may disclose your information to RBC Merchant Bank (Caribbean) Limited to, *inter alia*, operate the account.

9. Death or Incapacity

9.1 Subject to the provisions governing joint accounts below, upon receiving notice of your death or incapacity WISE shall cease to accept instructions provided in accordance with this Agreement for the account and shall not dispose of any securities in the account until WISE receives instructions from a representative of your estate or other court appointed or otherwise recognized representative.

WISE may continue to debit your account in respect of any fees without prior notice to or demand upon your successors.

10. Joint Accounts

10.1 This Section 8 applies to you if the account is opened has more than one accountholder.

10.2 If you select a joint account, then it is your express intention that the ownership of the account be vested as joint tenants with rights of survivorship.

10.3 Upon your death, your beneficial interest in the account will pass automatically to the surviving account holder(s).

10.4 Each of you is jointly and severally liable for all of the debts, obligations, and liabilities in respect of the account.

- (a) WISE may accept instructions for the account from any of you without notifying the other(s). This means that WISE may buy, sell, and transfer securities, money or property to any of you or to any third party, including, but not limited to, paying any account proceeds to any of you or to a third party, without giving notice to the others.
- (b) WISE may deliver securities, money and account property and send account statements, trade confirmations, notices, and other communications to any of you without notifying the others.
- (c) Each of you acknowledge and agree that where instructions are given by one of you WISE is under no obligation to investigate whether the other concurs with such instructions.

10.5 If any joint account holder dies, those who survive must immediately notify WISE in writing. Until WISE receives such written notice, WISE may carry out orders and treat the account as though all of you were living. Before or after WISE receives a written notice regarding the death of one joint account holder, WISE may ask any of you for certain documents, restrict trading or other activity in the account or take any other actions that WISE may deem necessary.

11. Limitation of Liability

11.1 WISE shall discharge its duties hereunder honestly and in good faith with a view to your best interests and, in connection therewith, shall exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances. Neither WISE nor any of its officers, directors or employees, shall have any liability for losses resulting from an error of judgment nor any action taken or omitted to be taken except losses sustained through their own negligence, willful misconduct, gross neglect, default or failure to comply with applicable laws and regulations.

11.2 WISE is not liable for any losses in your account, however caused, as a result of:

- (a) delays in receiving or processing transaction instructions; or
- (b) delays in transferring securities or account balances to a third party.
- (c) buying and selling securities pursuant to your instructions
- (d) errors, omissions made by you when issuing instructions to us or when completing order requests on the Online Investment Platform; or
- (e) inability to access and/ or trade securities on the Online Investment Platform.

This includes any losses due to government restrictions, exchange or market rulings, suspension of trading, unusual market activity, wars, strikes or any other event beyond our control.

11.3 WISE is not liable for any loss, expense or damage you suffer as a result of any action WISE takes or does not take because of an error in your instructions. WISE is also not liable if we do not receive your instructions.

12. Indebtedness

12.1 **General:** If you owe us money, or have a "short" position with us, we may apply the credit balance in any of your non-registered accounts against any indebtedness without giving you notice. This means we may transfer any credit or debit balances between your Account and other accounts you hold with us in order to offset any indebtedness.

Subsections (b) and (c) below create rights in our favour which are in addition to and not in substitution of any other right or security held by us and shall be interpreted in order that any part of the collateral located in any other jurisdiction than the jurisdiction governing this agreement shall be charged by a valid lien or security according to the applicable laws of such other jurisdiction.

(a) **Security Interest:** We have a security interest in all present and future collateral. This paragraph shall not be applicable to collateral while held in registered plans.

(b) **Debt Repayment:** We may pledge or sell the collateral if you do not repay your debt or if we think it is necessary to protect ourselves. We may, without limiting the generality of the foregoing, pledge or sell the collateral at public or private sales or otherwise realize on any of the collateral for such price and on such terms as we deem best, the whole without advertisement or notice to you or other and without prior tender, demand or call of any kind upon you or others.

(c) **We will apply the proceeds of any sale of collateral in the following order:**

- pay our costs and expenses related to the sale
- repay your debt to us
- transfer any remaining balance to you. If any sale of collateral does not cover the full amount of your debt, you will remain liable to us for any deficiency remaining following our exercise of any or all of the foregoing rights. You agree that the rights we are entitled to exercise pursuant to this section are reasonable and necessary for our protection having regard to the nature of securities markets, including in particular, their volatility. If we choose to grant any indulgence or not to exercise our rights over the collateral, we do not in any way limit, reduce or discharge any indebtedness or part thereof. If we think it is necessary, we may also grant a security interest in any of your securities to any third party. The value of these securities may be more or less than the amount you owe us. This paragraph shall not be applicable to collateral while held in registered plans.

(d) **Third Party Fees:** You will reimburse us for any reasonable legal or third party fees we incur from collecting money that you owe us.

13. Termination

13.1 WISE reserves the right to close or suspend an account for any reason in its discretion including if WISE determines that information provided for the purpose of the account is false or if in its opinion, there is unusual, improper or suspicious activity in the account or other activity which it deems is in breach of the law or the terms of this Agreement, the Broker/Investor Agreement or any other agreement between the parties.

13.2 This Agreement will end and your account will be closed when you give us notice in writing, or WISE ends it by giving you written notice, which date will not be earlier than 30 days from the mailing of the notice. In the event of termination by you, the effective date of termination will be the date upon receipt of your notice, except with respect to transactions entered into prior to such receipt. At the time of termination of the account, all fees payable to us and any other obligation you have to us in respect of the account, will be due and payable. The termination of this agreement will not affect the liabilities or obligations of the parties under this Agreement incurred prior to termination. Provisions regarding liability, limitations of liability and indemnification shall be deemed to survive termination or expiry of this agreement.

14. About this Agreement

14.1 This Agreement shall be governed by the laws of Trinidad and Tobago and the parties submit to the non-exclusive jurisdiction of the courts of Trinidad and Tobago.

14.2 The terms in this Agreement constitute the entire agreement with respect to your account and supersede any oral and other written agreements. The headings in this Agreement are for convenience of reference and shall not in any way affect the interpretation of this Agreement. Where the singular is used it shall include the plural.

14.3 WISE may change any term of this Agreement by giving you at least 60 days notice in writing. WISE will assume that you agree with the change if you continue to use your account or service or to hold funds or securities in your account once the change is effective. You may not change any of the terms of this agreement without the approval in writing of an officer of WISE.

14.4 In the event of any conflict between the terms and conditions contained in this Agreement and the Broker/Investor Agreement or any other agreements between the parties, the terms and conditions in this Agreement shall prevail.

14.5 You cannot assign this agreement to any other party without our consent in writing. This Agreement binds you as well as your heirs, executors, administrators, successors or any party to whom this Agreement has been properly assigned. If WISE merges or amalgamates with another company or companies, or if another company takes over our retail brokerage business, the new company will take over our rights and duties under this Agreement.

14.6 If any statute, regulation, by-law, rule, policy or custom of the applicable regulatory authorities is enacted, made, amended or otherwise changed with the result that any term of this agreement is, in whole or in part, invalid, then such term will be deemed to be varied or superseded to the extent necessary to give effect to such statute, regulation, by-law, rule, policy or custom. If any part of this Agreement is invalid or cannot be enforced, the rest of the agreement will remain in full force and effect and this Agreement shall be carried out as if such unenforceable provision were not contained.