



An RBC<sup>™</sup> Company

## West Indies Stockbrokers Limited

<sup>™</sup> Registered trademark of Royal Bank of Canada. Used under license.

Member of The Trinidad & Tobago Stock Exchange Limited

4th Floor West, St. Clair Place, 7-9 St Clair Avenue,

P.O. Box 259, Port of Spain, Trinidad

Tel.: (868) 628-WISE (9473), Fax: (868) 622-5002

E-mail: wiseinfo@wisett.com Website: http://wiseequities.com

THIS AGREEMENT made in duplicate the **day of** **20** **between WEST INDIES STOCKBROKERS LIMITED,** a Company incorporated under the laws of Trinidad and Tobago (hereinafter called "**the Broker – GORTT Bonds**") of the One Part and

<b>Name:</b>	<b>Phone::</b>
	<b>Fax:</b>
<b>Address:</b>	<b>E-mail:</b>
	<b>ID/DP/PP</b>
<b>Other Information</b>	

(hereinafter called "**the Investor**") of the Other Part.

### WHEREAS:-

- A. The Broker carries on the business of stockbrokers and is registered under **Section 56 (1)** of the **Securities Act, 2012 and by-law 18, 19 and 20 of the Securities (General) By-Laws, 2015** as a broker-dealer and is a fully paid up member of The Trinidad and Tobago Stock Exchange Limited and a registered Participant under the Rules of the Government Securities Settlement ("GSS") system.
- B. The Investor desires from time to time to invest in bonds listed on The Trinidad and Tobago Stock Exchange and to hold such Securities in the GSS system under the name of the Broker – GORTT Bonds as a Participant on the Investor's behalf.
- C. The Investor understands that under the Rules of the GSS the Investor will have no direct recourse to the GSS system in respect of Securities held by the Broker – GORTT Bonds as a Participant.
- D. The Investor acknowledges that an Issuer would have access to records of the GSS system showing his beneficial ownership of the bonds of the Issuer from time to time.

**NOW THIS AGREEMENT WITNESSETH** that in consideration of the mutual obligations hereinafter set forth **IT IS HEREBY AGREED** as follows:

1. In this Agreement the following terms shall have the following meanings:
  - 1.1. "**the Act**" means the **Securities Act, 2012** as from time to time amended or replaced and the Bylaws and Orders made thereunder;
  - 1.2. "**Investors' Securities**" means government bonds held by GSS under the name of the Broker – GORTT Bonds on behalf of the Investor pursuant to this Agreement;
  - 1.3. "Rules" means the Rules of the GSS system as from time to time amended or replaced a copy of which as currently in force is available to the Investor;
  - 1.4. "**Securities**" means government bonds registered in the GSS system;
  - 1.5. "**Services**" means the Services to be provided by the Broker – GORTT Bonds to the Investor under this Agreement;
  - 1.6. "**Term**" means the term of this Agreement commencing on the date hereof and ending on this Agreement being validly terminated under the provisions of **Clause 5** hereof; and words and phrases used in the Act and the Rules save as otherwise specifically provided herein and unless the context otherwise requires shall bear the same meanings in this Agreement.
2. The Investor hereby appoints the Broker – GORTT Bonds and the Broker – GORTT Bonds accepts such appointment to act as the Investor's Broker – GORTT Bonds on the terms and conditions hereinafter set out to do the following acts and things:
  - 2.1 to invest in Securities on the Investor's behalf through the GSS system under the Broker – GORTT Bond's name **IN A BENEFICIAL ACCOUNT**
  - 2.2 to apply as Participant on behalf of the Investor to transfer to the GSS system existing Securities held by the Investor under the name of the Participant in a beneficial account; and
  - 2.3 to sell, pledge or otherwise dispose of the Investor's Securities aforesaid held as a Participant on behalf of the Investor under the Rules; in each case as the Investor shall from time to time instruct the Broker – GORTT Bonds.
3. The Broker – GORTT Bonds agrees with the Investor that throughout the Term it will:
  - 3.1 act with dispatch to carry out the Investor's instructions concerning any Securities;
  - 3.2 fulfil its obligations under the Act and the Rules with respect to the Investor's Securities;
  - 3.3 fulfil its obligations as a registered securities company under the Act;
  - 3.4 maintain professional indemnity insurance as required by the Rules against any neglect or default of the Broker – GORTT Bonds in fulfilling its duties under this Agreement, promptly pay the premiums therefore and produce the receipt for such premiums to the Investor on demand;
  - 3.5 with dispatch pay the Investor all monies received by the Broker – GORTT Bonds in respect of the Investor's Securities by way of interest and forthwith on request in writing by the Investor;
  - 3.6 not at any time during or after the Term to divulge or allow to be divulged to any person any confidential information relating to the affairs of the Investor save as required by the Rules or by the Act;
  - 3.7 keep accurate and separate records and accounts in respect of the Investors' Securities and permit the Investor to inspect and take copies of such records at any reasonable time on request;
  - 3.8 promptly forward to the Investor all notices and other documents received in respect of the Investor's Securities;
  - 3.9 will ensure that statements are sent to the Investor at the end of March, June, September and December of each year, showing the balance of Investors' Securities held by the Broker – GORTT Bonds on behalf of the Investor. The Broker -GORTT Bonds shall also on the request of the Investor and on payment of a reasonable fee send to the Investor a statement showing the outstanding balance of the Investors' Securities held by the Broker – GORTT Bonds.
  - 3.10 in all matters to act loyally and faithfully to the Investor.
4. The Investor agrees with the Broker – GORTT Bonds throughout the term:
  - 4.1 promptly to pay for all services rendered by the Broker – GORTT Bonds under this Agreement, the fees from time to time fixed under the Rules for such services or as the case may be the fees published by the Broker – GORTT Bonds for such services and in default of any such fees being so fixed or published a reasonable sum for such services.



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- 4.2 Where in carrying out the Investor's instructions concerning any Securities or as the holder on behalf of the Investor of any Securities in GSS system the Broker – GORTT Bonds incurs an obligation under the Rules whether as principal or otherwise or to indemnify the CBTT and/or any other Participant and/or its or their directors, officers, employees, trustees, agents or partners then to indemnify and keep indemnified the Broker – GORTT Bonds to the same extent as the Broker – GORTT Bonds is obliged to indemnify CBTT or any such persons save only in respect of any loss, damage, cost, expense, liability or claim (including without limitation legal costs to advise or defend against such claims) caused by the wrongful act or default of the Broker – GORTT Bonds **PROVIDED** that the Broker – GORTT Bonds shall give the Investor written notice of any claim against the Broker – GORTT Bonds which may result in liability of the Investor under this Clause and shall extend the same rights to the Investor as the Broker – GORTT Bonds has under the Rules subject always to receiving a proper indemnity and security from the Investor with respect to any costs.
- 4.3 In the event of any Securities of the Investor being duly transferred after the record date set by the Issuer for the purpose of determining bondholders entitled to receive notice of a meeting of bondholders of the Issuer to a transferee not shown as a bondholder on a list supplied to the Issuer under **Section 130** of the Act for such purpose the Investor authorises the Broker – GORTT Bonds to give notice to CBTT and the Issuer of such transfer.
- 5. This Agreement may be terminated as follows:
  - 5.1 by the Broker – GORTT Bonds giving not less than seven (7) days notice to the investor on the grounds that the Investor has defaulted in his obligations under this Agreement;
  - 5.2 by the Broker – GORTT Bonds on one month's notice in writing in its discretion;
  - 5.3 by the Investor on seven days' notice in writing to the Broker – GORTT Bonds at any time provided that:-
  - 5.3.1 such notice nominates another Broker – GORTT Bonds to replace the Broker – GORTT Bonds in respect of the Investor's Securities; or
  - 5.3.2 all outstanding fees payable to the Broker – GORTT Bonds in respect of past services and services involved in the termination and the costs of such transfer are paid to the Broker – GORTT Bonds.
  - 5.4.1 in the event of the Broker – GORTT Bonds terminating this Agreement under **Clauses 5.1** or **5.2**:
  - 5.4.1 i. the Investor will within thirty (30) days either direct the Broker – GORTT Bonds to transfer the Investor's Securities to another Broker – GORTT Bonds;
  - 5.4.2 in the event of the termination being under **Clauses 5.1** or **5.3** the cost of the transfers hereunder will be payable by the Investor and otherwise by the Broker – GORTT Bonds.
  - 5.5. This Agreement will not be terminated until the Investor's Securities are transferred in the GSS system to another Broker – GORTT Bonds.
  - 5.6 Notwithstanding the termination of this Agreement the mutual obligations of the parties hereto under Clauses 3 and 4 will continue in effect.

### Miscellaneous

- 6.1 All sums payable under this Agreement unless otherwise stated are exclusive of VAT and other duties or taxes.
- 6.2 Each of the parties shall give notice to the other of change of any address or telephone number as soon as practicable and in any event within 48 hours of such change.
- 6.3 Any notice to be served on either of the parties by the other shall be delivered personally or sent by registered post to the address stated above or as notified under clause 6.2. and shall be deemed to have been received by the addressee, if delivered personally on such delivery or if posted within 72 hours of posting.
- 6.4 If the Investor comprises more than one person or entity, all agreements hereunder of the Investor shall be joint and several and the neuter and singular gender throughout this Agreement shall include all genders and the plural and references to the parties shall include the successors in title to the parties.
- 6.5 The parties agree to be governed by the Rules of the GSS system to the extent that such Rules apply to the provisions hereof.

**IN WITNESS WHEREOF** a duly authorized officer of the Bond Dealer and the Investor have hereunto set their respective hands this day and year first hereinabove mentioned.

**SIGNED by**

a duly authorized officer for **WEST INDIES STOCKBROKERS LIMITED**

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**SIGNED by**

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