West Indies Stockbrokers Limited

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Member of The Trinidad & Tobago Stock Exchange Limited

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Tel.: (868) 628-WISE (9473), Fax: (868) 622-5002
E-mail: wiseinfo@wiset.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

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(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 shall as otherwise specifically provided herein and unless the context otherwise requires shall bear the same meanings in this Agreement.

2. The Broker 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

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. 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;

   3.4. keep accurate and separate records and accounts in respect of the Investor’s Securities and permit the Investor to inspect and take copies of such records at any reasonable time on request;

   3.5. 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;

   3.6. 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.

   3.7. 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.
West Indies Stockbrokers Limited

SIGNED by a duly authorized officer for WEST INDIES STOCKBROKERS LIMITED

SIGNED by

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 hereinafter mentioned.