

**First Citizens Investment Services Limited**  
Sprott Bros Plaza  
Kingstown, St Vincent  
Tel. No. (784) 453 2662  
Fax No. (784) 453 3800  
Website: [www.firstcitizenstt.com](http://www.firstcitizenstt.com)



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Dear Mr./Mrs./Ms.....

The undersigned (the "CLIENT") hereby requests and authorizes First Citizens Investment Services Limited ("FCIS") to receive instructions and information from time to time ("INSTRUCTIONS") from the CLIENT by way of electronic communication equipment, which shall include but not be limited to facsimile transmission equipment and electronic/computer mail (or email) whether such electronic mail is encoded for security purposes or not ("ELECTRONIC COMMUNICATION"), and FCIS agrees to act upon such instructions or reply upon such information, subject to the following terms and conditions:

1. The CLIENT agrees that FCIS shall be under no obligation to act upon any INSTRUCTIONS received from the CLIENT by way of ELECTRONIC COMMUNICATION equipment. FCIS may, in its sole discretion, refuse to act upon any such INSTRUCTIONS received from the CLIENT. In the event, however, that FCIS declines to act as aforesaid, it shall so advise the CLIENT and require in the alternative, original written INSTRUCTIONS.
2. The CLIENT agrees to assume full responsibility for all actions taken by FCIS, its correspondents, servants and/or agents in accordance with INSTRUCTIONS purporting or appearing on their face to have been received by FCIS from the CLIENT by ELECTRONIC COMMUNICATION. The CLIENT acknowledges and agrees that if any INSTRUCTIONS received by FCIS purport to have been signed, sent or authorized by the CLIENT, such INSTRUCTIONS may be treated by FCIS as though they had been duly provided by the CLIENT or the authorized officer(s) of the CLIENT with the authority and on behalf of the CLIENT, notwithstanding that it may later be established that such INSTRUCTIONS were not so signed, sent or authorized by the CLIENT. The CLIENT further acknowledges and agrees that if any INSTRUCTIONS are provided to FCIS via ELECTRONIC COMMUNICATION and such INSTRUCTIONS are in any way tampered with, or altered by an unauthorized party, that the CLIENT shall bear full responsibility for all actions taken by the FCIS, its correspondents, servants and/or agents in accordance with such INSTRUCTIONS, unless it is proven that there was gross negligence or wilful misconduct by FCIS, its correspondents, servants and/or agents.

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3. If the CLIENT knows or believes that unauthorized access to his/her/its electronic/computer mail has, or is likely to occur, the CLIENT shall immediately notify FCIS by (i) telephoning FCIS at (784) 453-2662 during the hours of 8:00 am to 4:00 pm, Monday to Friday (except holidays); (ii) sending notification to FCIS via appropriate secure medium; or (iii) providing written notice. Where notice is received by telephone, the CLIENT is required to confirm this information in writing within twenty four (24) hours of the initial telephone call.
4. Any action taken in good faith by FCIS or any of its correspondents, servants and/or agents under or in connection with any INSTRUCTIONS received shall be binding on the CLIENT without any resulting liability to FCIS or its correspondents, servants and/or agents.
5.
  - a) The CLIENT agrees to release and hold harmless FCIS from any liability or claim for failure to act, execute or complete any INSTRUCTIONS due to any reason beyond FCIS's control.
  - b) FCIS shall be entitled to treat the INSTRUCTIONS as fully authorized and binding on FCIS and FCIS shall be entitled to take the necessary steps in connection with and on reliance with such INSTRUCTIONS as FCIS may in good faith consider appropriate.
  - c) The CLIENT agrees to indemnify and hold harmless FCIS and any of its correspondents, servants and /or agents from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, reasonable legal fees and expenses, disbursements of any kind or nature whatsoever which may be imposed upon, incurred by or served against FCIS, its correspondents, servants and/or agents by reason of actions taken in good faith, in accordance with any INSTRUCTIONS.
  - d) FCIS shall not be held liable for the insolvency, neglect, misconduct, mistake or default of any of its correspondents, servants and /or agents, and in no event will FCIS be liable for indirect, special or consequential damages as a result of acting upon INSTRUCTIONS received from clients via ELECTRONIC COMMUNICATION.
6. The CLIENT will pay any applicable FCIS' fees for acting in accordance with any INSTRUCTIONS received.

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7. The CLIENT shall be advised of any change in fees and charges one (1) month prior to the change coming into effect.
8. This Agreement is in addition to all other existing agreements between the CLIENT and FCIS and shall continue in force between and be binding on the parties, their successors and assigns (provided that no party may assign its rights hereunder without the consent of the other party) unless terminated by either party by written notice delivered to the other party at the addresses indicated above.
9. The CLIENT may terminate this agreement by giving notice to FCIS by any of the media specified in clause 3 above.
10. The terms and conditions set out herein are in addition to and not in derogation of any other terms or conditions that may from time to time govern all or any part of the relationship between FCIS and the CLIENT. This Agreement shall be governed by and construed in accordance with the laws of St. Vincent & the Grenadines.

If any dispute or difference whatsoever shall arise between the parties in connection with this Agreement, either party may give the other fourteen (14) days' notice to resolve the dispute or difference through mediation in accordance with the mediation procedure of the Eastern Caribbean Supreme Court. Should the parties fail to resolve the dispute through mediation within 60 days of referring the dispute to mediation or the party to whom the notice was given refuses to participate in the mediation process then the dispute shall be referred to Arbitration in accordance with the provisions of the Arbitration Act, Cap. 17 of the Revised Laws of St. Vincent & the Grenadines 2009 Edition.

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In witness whereof the parties have hereunto set their hands the day and year above written.

CLIENT acknowledges receiving a copy of this Agreement and hereby affixes signature below in agreement.

\_\_\_\_\_  
Client Name (PRINT)

\_\_\_\_\_  
Client Signature (2)

\_\_\_\_\_  
Client Name (PRINT)

\_\_\_\_\_  
Client Signature (1)

\_\_\_\_\_  
Witness Name (PRINT)

\_\_\_\_\_  
Witness Signature