

SIGNIA FINANCIAL GROUP INC

“A member of the Barbados Stock Exchange”

First Floor Carlisle House

Hincks Street, Bridgetown

Barbados

CORPORATE CLIENT AGREEMENT

Effective May 2nd, 2017

Section 1

ACCOUNT INFORMATION:

1. **Scope of Agreement and Definitions:**

- 1.1. This Agreement contains the terms on which you will provide stockbrokerage services to the company and which govern any accounts held with you in the company's name for the purchase or sale of Property.
- 1.2. In this Agreement, “I”, “me”, or “my” means each person or other legal entity who signs on behalf of the company below.
- 1.3. “You”, or “your” means Signia Financial Group Inc, its successors, assigns, subsidiaries, correspondents or affiliates, or employees.
- 1.4. “Property” means all securities including but not limited to monies, stocks, Mutual Funds and bonds.

2. **Applicable Rules and Regulations**

- 2.1. All transactions on the company's behalf shall be subject to the constitution, rules, regulations, bylaws, interpretations, customs and usage of the exchange or market and its clearing house where the transactions are processed or executed.
- 2.2. Such transactions are also subject, where applicable, to the provisions, rules and regulations of the Financial Services Commission.

3. **Amendment**

- 3.1. I agree that you may change the terms of this agreement at any time upon prior written notice to me.
- 3.2. By continuing to accept the services offered by you, I indicate to you my acceptance of these changes.
- 3.3. If I do not accept the changes, I must notify you in writing of my refusal and thereupon this Agreement shall terminate.

4. **Transactions and Settlements**

- 4.1. All transactions entered into by you pursuant to this Agreement shall be as agent for me and you are hereby appointed my agent to complete all transactions and are expressly authorized to expend monies, make advances and do all things which are required to effect such transactions and I agree to be bound by such actions.
- 4.2. All orders for the sale or transfer of any of my Property will be and are deemed to be given by me with the distinct understanding, representation and warranty that an actual sale is intended.
- 4.3. All orders for the purchase of Property will be and are deemed to be given by me with the distinct understanding, representation and warranty that an actual purchase is intended and I will in every case receive and pay for the Property upon your demand.
- 4.4. I agree to promptly notify you in writing of any item I believe to be an error or omission in any confirmation

5. **Fee Schedule**

- 5.1. I am aware that trading fees are generally based on the type of transaction, the size of the transaction and the market on which it occurs.
- 5.2. For Stock or Equity transactions occurring on the Barbados Stock Exchange, there are two fees which are based on the value of the transaction:
- 5.2.1. The Barbados Stock Exchange charges a flat fee of 0.25% of the value of the transaction.
- 5.2.2. Signia's commissions are 2% for the first \$10,000, 1.5% on the next \$15,000 and 1% on the excess. A minimum fee of \$10.00 is applied for transactions less than \$500.00. Please note that Signia's fees are applied only upon the completion of trades occurring on the market
- 5.3. For transactions occurring on the Jamaica Stock Exchange or Trinidad Stock Exchange the fees charged relate to those of that market and the intermediary broker involved in the transaction. Commissions charged on these transactions are split 50:50 between Signia and the intermediary broker.
- 5.4. For bond transactions, our commission would be 0.5% (half of 1%) on the transaction value with a minimum fee of \$10.00. The Barbados Stock Exchange applies a transaction fee on the sell side only and is based on 0.1% (a tenth of 1%) of the face value of the bond traded on the market.
- 5.5. I am also aware that notwithstanding the above standard rates, Signia reserves the right to apply special rates as deemed necessary.
- 5.6. External Fees
- 5.6.1. I agree to pay on demand all reasonable fees, costs and expenses incurred in connection with the purchase or sale of shares, including without limitation; BCSD statements, wire fees for direct bank deposits, TTCD transfer fees and returned cheques.

6. **Payment of Indebtedness, Interest, Fees and Costs**

- 6.1. You shall be entitled to require me to prepay for any order.
- 6.2. Without prejudice to your right to require prepayment under clause 5.1 above, I agree to pay for all transactions on the settlement date stated in the relevant contract note. I shall at all times, be liable for amounts advanced, any debit balances or other obligations in any of my account(s) with you.

- 6.3. I agree to be liable for and shall account to you for all fees, costs and charges associated with the transactions effected by you on my behalf, including your commission, and all fees and costs charged or chargeable by the exchange or market where the transactions are executed and to pay your reasonable fees and other expenses of collection in the event that I do not pay in full amounts due by me to you.
- 6.4. I understand that I may be required to pay interest at a rate of 10% per annum for amounts outstanding beyond settlement date.
- 6.5. I shall remain liable to you for any deficiency remaining in any account(s) notwithstanding the liquidation thereof, whether in whole or part.
- 6.6. Payment of all amounts advanced by you and other amounts due to you under this Agreement, including interest, shall be made to you at your office or as you may direct.

7. **Liquidations and Covering Position**

- 7.1. You shall have the right, in your discretion you consider it necessary for your protection, sell, transfer, allocate to any other account or otherwise dispose of any or all of the Property held or purchased for my account(s) in order to satisfy any indebtedness or obligation I may have with you or to relieve you of any risk of a deficit existing in any of my accounts and in such event of sale or transfer I shall have no right, or claim or interest in such Property thereafter. This becomes effective 15 calendar days after settlement date.

8. **Term of Agreement**

- 8.1. This Agreement shall commence on the date set out below.
- 8.2. This Agreement shall apply to all brokerage transactions carried out by you for me.
- 8.3. Without prejudice to the provisions of clause 3.3 or any other right of termination arising in law, this Agreement may be terminated at any time by either of us by written Notice to the other. Any termination of this Agreement, including termination pursuant to the said clause 3.3 or otherwise, shall not affect any rights or liabilities which have accrued prior to termination and in particular I will remain liable for any outstanding debts and/or charges on my account(s).

Section 2

THIRD SCHEDULE (regulation 60)

THE SECURITIES ACT, 2001

CONFLICT OF INTEREST RULES STATEMENT

GENERAL

Under certain circumstances we may deal with or for you in securities transactions where the issuer of the securities of the other party to the transaction is this firm or a party having an ownership or business relationship with us.

Since these transactions may create a conflict between our interests and yours, we are required to disclose to you certain relevant matters relating to the transactions. This statement contains a general description of the required disclosure. A complete statement of the rules is set out in Part IX of these Regulations.

IMPORTANT CONCEPTS

“Related party” – A party is related to us if, through the ownership of or direction or control over voting securities, we exercise a controlling influence over that party or that party exercises a controlling influence over us.

“Connected party” – A party is connected to us if, due to indebtedness a prospective purchaser of securities of the connected party might question our independence from that party.

“Associated party” – An associated party is either a related party or another party in a close relationship with us, such as one of our partners, salesman, directors or officers.

REQUIRED DISCLOSURE

We must make certain disclosures where we act as your broker, advise you, or exercise discretion on your behalf with respect to securities issued by us, by a related party or in the course of an initial distribution, by a connected party. In these situations, we must disclose either our relationship with the issuer of the securities, or that we are the issuer.

We must also make disclosure to you where we know or should know that, as a result of our acting as your broker or adviser, or of our exercising discretion on your behalf, securities will be purchased for or sold to us, an

associated party or, in the course of an initial distribution, a connected party.

The following is a list of the time and manner in which these disclosures must be made:

Where we underwrite securities, the required disclosure will be contained in the prospectus or other document being used to qualify those securities;

Where we buy or sell securities for your account, the required disclosure will be contained in the confirmation of trade which we prepare and send to you;

Where we advise you with respect to the purchase or sale of securities, the disclosure must be made prior to our giving the advice.

In addition, where we exercise discretion under your authority in the purchase or sale of securities for your account, we may not exercise that discretion for the types of transactions described above unless we have obtained your prior specified and informed written consent.

SUPPLEMENT TO THIRD SCHEDULE

CONFLICT OF INTEREST RULES

The following is a list of related parties:

- CSGK Holdings limited, owns 100% of the common shares of Signia Financial Group Inc.
- Cave Shepherd & Company Limited, owns 40% of the common shares of CSGK Holdings Limited.
- GraceKennedy Limited owns 40% of the common shares of CSGK Holdings Limited.

The following is a list of associated parties:

- Massy United Insurance Company Limited owns 20% of the common shares of CSGK Holdings Limited

Section 3

Signia Trading Account number

FOR OFFICIAL USE ONLY

Company Name _____

Please answer the following questions	Yes	NO
1. I/We understand that occasionally the value of my/our company's investments may fluctuate based on market conditions.	<input type="checkbox"/>	<input type="checkbox"/>
2. I/We understand that occasionally due to performance a listed company may choose not to pay a dividend in a particular financial year.	<input type="checkbox"/>	<input type="checkbox"/>
3. I/We understand that Signia Financial cannot guarantee a price for the sale or purchase of any security and relies on market conditions to ensure best execution of transactions based on your instructions.	<input type="checkbox"/>	<input type="checkbox"/>
4. The Directors of the company are aware that it is illegal to trade on, or share non-public information about listed companies?	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the company, its parent or any subsidiary, the owner of >= 10% shareholding in a publicly traded company?	<input type="checkbox"/>	<input type="checkbox"/>
If yes, state which company:		
And complete		
Section 4-Insider Trading Declaration below		
6. Is your company, through its parents, associates or any of its subsidiaries a publicly traded company?	<input type="checkbox"/>	<input type="checkbox"/>
If yes, state which company:		
and complete		
Section 4-Insider Trading Declaration below		
7. Are any of the Directors of your company also a Director or employee of a stock exchange, registered broker or publicly listed company?	<input type="checkbox"/>	<input type="checkbox"/>
If yes, state which organization:		
and complete		
Section 4-Insider Trading Declaration below		

Section 4-Insider Trading Declaration

To be completed by clients who are company insiders. Please proceed to SECTION 5 -Declaration if not applicable.

I/We, the undersigned signatory/signatories for _____
do confirm that the company, or any of its directors are not in possession of any material information, defined as any information that has not yet been published, and is not otherwise generally available; which when publicly known, is likely to impact on the price or value of securities or induce an individual to act upon that knowledge in deciding to deal in the securities.

AUTHORIZED SIGNATORY #1

Signature

AUTHORIZED SIGNATORY #2

Signature

Date

PLEASE AFFIX COMPANY SEAL

SECTION 5 -Declaration

I/We have received the Signia Broker agreement dated May 2nd, 2017 and understand that by signing this form that I have agreed to the terms and conditions contained therein.

Dated this _____ day of _____ 20 ____

Name of Authorized Signatory #1 _____

Signature of Authorized Signatory #1 _____

Name of Authorized Signatory #2 _____

Signature of Authorized Signatory #2 _____

WITNESSED BY (Please Print Name) _____

Signature of Witness _____

Title _____

Signed By _____
Authorized Representative of Signia Financial Group Inc

Approved Witnesses: Registered Broker, Attorney-at-Law, Bank Manager, Justice of Peace, Gazetted Officer, Notary Public, Senior Civil Servant

Please note that page 1-3 are for your records only while pages 4-6 are to be returned to Signia Financial Group Inc.