

Fax/E-Mail Instructions Authorization and Indemnity



We want to make banking easy and convenient for you.
Save some time at the bank and fill out this form online.

► Here are some ways you can submit your information to us:

1. Email this form to us at options@sagicor.com. Simply click the SUBMIT button at the end of the form to automatically send via email.
2. Print this form and Fax to any one of our branches.
3. Print this form and take with you to any of our branches.

or simply Download and Save the form to complete at your convenience.

If you intend to complete this form at a later date, please save it to your computer BEFORE filling out, otherwise information entered will not be saved.

► Verify your Information:

Once we've received your information, one of our representatives will contact you. You will need to visit us at one of our branches to verify your information and complete the process.

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To: Sagicor Investments Jamaica Limited and its subsidiaries (hereinafter called "Sagicor")

The customer agrees that, whereas the Sagicor Client Agreement Form and Account Mandates require written and signed confirmation of all instructions, it would be convenient and in the customer's interest if the customer could at any time and from time to time send instructions to Sagicor via e-mail or facsimile transmission. Such instructions are hereinafter referred to as "the instructions".

"Customer" means: a person who conducts business with Sagicor and includes but is not limited to individuals, partnerships, limited liability companies, entities incorporated by statute and unincorporated associations;

"Instructions" mean directions to Sagicor in relation to any and all its existing accounts, facilities and other arrangements with Sagicor, and any accounts, facilities and other arrangements which the customer may now or in the future have with Sagicor, and includes directions to Sagicor:

- a. To provide account and transaction information.
- b. To transfer funds between the customer's accounts.
- c. To transfer funds from any account in the customer's name to any individual, or firm or corporation.
- d. To deal in any manner with stocks, bonds, securities held in or to be purchased for or from funds held in the customer's accounts.
- e. To issue stop payment orders.
- f. To process foreign exchange transactions;
- g. Relating to transactions in connection with any existing credit arrangement between Sagicor and its subsidiaries.

In consideration of Sagicor agreeing to accept the instructions from the customer as aforesaid, the customer agrees:

1. That such communications are not secure and carry with them the risks of interception and/or alteration and that unauthorized persons may send instructions to Sagicor using these methods.
2. **THAT** Sagicor may act on any instructions given by the customer from time to time, and the customer voluntarily and with full knowledge takes and assumes any and all risks associated therewith.

3. **THAT** once the instructions have been sent to Sagicor purportedly by the person (or by any of the persons, if more than one) specified in the Appendix to this Authorisation and Indemnity, or such other persons as the customer may from time to time nominate, Sagicor shall have no obligation to check or verify the authenticity or accuracy of such instructions purporting to have been sent by the customer and may act thereon as if same had been duly given by the customer.

4. **THAT** in acting on the instructions, Sagicor shall be deemed to have acted properly and to have fully performed all obligations owed to the customer, notwithstanding that the instructions may have been initiated, sent or otherwise communicated in error or fraudulently, and the customer shall be bound by any instructions on which Sagicor may act if Sagicor has in good faith acted in the belief that such instructions were given by the customer.

5. **THAT** if the customer is a corporate entity or partnership or other unincorporated body it may from time to time grant authority to any person(s) to send the instructions (such as an employee or other servant and/or agent). Where that person exceeds the authority given, the customer agrees that it is fully liable for the transaction unless the customer had notified Sagicor that transfers by that person were no longer authorized or has exceeded his/her authority prior to the transaction being cleared with Sagicor.

6. In the case of corporations, partnerships and other unincorporated bodies the customer confirms that the persons specified in the Appendix to this Authorisation and Indemnity, or such other persons as the customer may from time to time designate, are the authorized signing officers of the customer in accordance with the requisite resolutions passed to give effect to that authority, and the customer undertakes to provide Sagicor with a copy of those resolutions from time to time, and further that the persons specified below are the same persons who are specified in the relevant mandate for operating the customer(s)' accounts at Sagicor.

7. **TO** strictly limit information about the contents of this Authorisation and Indemnity to his officers/employees/agents who need to know, and to use his best efforts to ensure that such officers/employees/agents at all times treat the contents hereof with strict confidentiality in order to maintain the security of the procedures established hereby. The customer shall immediately notify Sagicor of any breach or suspected breach or compromise of the security established hereby.

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- 8. THAT** Sagicor may, in its absolute discretion, decline to act on or in accordance with the whole or any part of any Instruction pending further enquiry to or further confirmation (whether written or otherwise) by the customer, so however that Sagicor shall not be under any obligation to so decline in any case, and Sagicor shall in no event or circumstance be liable in any respect for not so declining.
- 9. THAT** any security procedures provided by Sagicor are designed to verify the source of a communication and not to detect errors in the instructions or content, including without limitation discrepancies between account names and numbers, and that Sagicor may execute any Instruction by reference to the account number only, even if the name on the account is also provided.
- 10. THAT** the course of dealings contemplated in this Authorisation and Indemnity may be terminated by either party at any time by giving ten (10) days' prior written notice to the other party. **PROVIDED, HOWEVER, THAT:**

 - (a) Sagicor may terminate the course of dealings immediately without notice to the customer in the event that Sagicor deems the security of the procedures hereby established to have been materially compromised or breached; and
 - (b) Termination of the course of dealings by either party pursuant to this Clause shall not affect Sagicor's rights, nor release the customer from his obligations, including without limitation, to indemnify Sagicor with respect to any Instructions received by Sagicor prior to termination.
- 11. TO** release Sagicor from and indemnify Sagicor against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to, PanCaribbean having acted in accordance with the whole or any part of any the instructions or having exercised (or failed to exercise) the discretion conferred upon Sagicor in Clause 8 above or otherwise herein.
- 12. Money Laundering** – The Proceeds of Crime Act, the Terrorism Prevention Act and the Regulations that are made under these Acts require Sagicor to verify the source of funds before processing transactions of a certain threshold amount of which you will be advised from time to time, and to report suspicious transactions to the relevant authorities. The customer will not be advised in the event of Sagicor being required to comply with its statutory obligations under these pieces of legislation.
- 13.** The customer agrees that by signing hereunder it acknowledges that it has read, understood, and agreed to the terms and conditions of this Authorisation and Indemnity, and further that the names listed hereunder, as well as the signatories to this agreement, may initiate the instructions.
- 14.** The customer accepts that the instructions can only be carried out between the normal business hours of Sagicor as indicated from time to time. It is the duty of the customer to ascertain what these hours are at the time of initiating a transaction.
- 15.** Sagicor will use its best efforts to monitor its communications to determine if it has received any Instructions or information from the customer. However, because Sagicor's ability to act on communications is restricted by its actual knowledge, it is the customer's duty to confirm the sending and receipt of such Instructions with a customer service agent or relationship manager, otherwise Sagicor will not be liable for any delay or failure to receive those Instructions.
- 16.** The customer, being an individual, agrees that Sagicor shall at its discretion not be obliged to act on instructions or communications sent by e-mail unless they are sent from an e-mail address that the customer has communicated to Sagicor as the designated address for e-mail communications.
- 17.** The customer, being a corporate body, unincorporated body, corporation sole or sole proprietorship agrees that Sagicor will not be required to act on instructions or communications sent by e-mail unless they are sent from an e-mail address that the customer has communicated to Sagicor, the body of the e-mail identifies the entity by including the name, address, telephone and facsimile numbers of the entity and, the full name of the signatory.

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To: Sagicor Investments Jamaica Limited and its subsidiaries ("Sagicor")

The person(s) listed below is/are the authorized signing officer(s)/individual(s) in accordance with any company/individual mandates currently in effect for operating my/our accounts with SAGICOR. SAGICOR is requested and authorized, but is not obligated, to rely upon and act in accordance with Instructions transmitted via

e-mail only facsimile transmission only both e-mail and facsimile transmission

from the person(s) specified in Appendix attached. Having received such Instructions, SAGICOR is not obligated to enquire as to the authority or identity of the person(s) giving or purporting to give the Instructions, regardless of the circumstances prevailing at the time of such Instructions.

Dated this day of 20 _____

Authorization

▶ THIS SECTION TO BE AUTHORIZED BY COMPANIES: Executed as a deed on behalf of:

Name of Company	<input type="text"/>		
Director Name	<input type="text"/>	Signature	<input type="text"/>
Secretary Name	<input type="text"/>	Signature	<input type="text"/>
Witness Name	<input type="text"/>	Signature	<input type="text"/>

▶ THIS SECTION TO BE AUTHORIZED BY SOLE PROPRIETORS, PARTNERSHIPS AND OTHER UNINCORPORATED BODIES:

Name	Position	Signature
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

▶ THIS SECTION TO BE USED FOR INDIVIDUAL/PERSONAL ACCOUNT HOLDERS: Executed as deed by:

Account Holder's Name	<input type="text"/>	Signature	<input type="text"/>
Witness Name	<input type="text"/>	Signature	<input type="text"/>

To: Sagikor Group of Companies ("SAGICOR")

► Authorized Persons

Name	Position / Title	E-Mail	Signature

► Call Back Authorization

SAGICOR may, in its discretion, call the person(s) named below to request verification of any Instruction received by SAGICOR at the phone numbers listed below.

Name	Position / Title	Phone Number