

# Authority and Indemnity for Verbal and Electronic Communication Instructions

This Authority and Indemnity is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ by: \_\_\_\_\_

Name of Client(s) \_\_\_\_\_

Client(s) Address \_\_\_\_\_

In favour of Victoria Mutual Wealth Management Limited ("VM Wealth") with its registered office located at 53 Knutsford Boulevard, Kingston 5.

## Whereas:

The Client(s) is/are desirous of:

- a) providing Instructions to VM Wealth by using any of the Authorized Methods (as such term is defined below); and
- b) receiving customer information from VM Wealth via any of the Authorized Methods.

## And Whereas:

VM Wealth has agreed to accept Instructions issued by the Client(s) and the Client(s) has/have agreed to accept customer information from VM Wealth through any of the Authorized Methods, upon the Client(s) agreeing to be bound by the terms and conditions contained herein.

## IT IS HEREBY AGREED:

- ① a) "Accounts" means the existing accounts, facilities or other arrangements of the Client(s) with VM Wealth and any accounts, facilities or other arrangements that the Client(s) may in the future have with VM Wealth, whether they are individual or joint.
- b) "Authorized Methods" means oral communication by telephone or other means and Electronic Communication.
- c) "Electronic Communication" means communication by way of facsimile and/or electronic mail whether encoded for security purposes or not and any other form of communication used as an electronic communication as may be agreed between the parties from time to time.
- d) "Instructions" means non-signature bearing instructions or instructions not bearing an original signature relating to any of the Accounts received from or purporting to be received from the Client(s), which instructions shall include, but are not limited to the authorizations and directions for:
  - i) Full and partial encashment of investments;
  - ii) Conversion of funds from one currency to another and other types of foreign currency transactions;
  - iii) Trading instructions, purchase, renewal of investments and instructions in relation to the Client's portfolio;
  - iv) All other transactions and requests issued by the Client(s).

- ② a) The Client(s) hereby authorize(s) VM Wealth to act on Instructions received via any of the Authorized Methods from and purporting to be from the Client(s) and the Client(s) voluntarily and with full knowledge do take and assume any and all risks associated therewith.
- b) The Client(s) hereby authorize(s) VM Wealth to dispatch to the Client(s) by means of any of the Authorized Methods all customer information, including statements, contract notes, investment instruments and all other information relating to the Client's investments which is required to be notified to the Client(s) or which the Client(s) may request.
- ③ The Client(s) agree to indemnify and hold VM Wealth, its agents and employees harmless upon demand in respect of all claims, liabilities, losses, damages, costs and expenses whatsoever which may be incurred by or asserted against VM Wealth, its agents and employees in connection with or arising directly or indirectly from any action taken in accordance with the Instructions received by any of the Authorized Methods from the Client(s) or from any exercise (or failure to exercise) the discretion conferred on VM Wealth under paragraph 5 below and will not under any circumstances whatsoever hold VM Wealth responsible in respect of the dissemination of any customer information to the Client(s) through any of the Authorized Methods.
- ④ The Client(s) further agree(s) that VM Wealth shall not be liable for acting on the Instructions received which may not have been authorized by the Client(s) and the Instructions may have been misinterpreted or VM Wealth may have made errors, omission, or for any delay in the compliance with the Instructions. Further, VM Wealth shall not be required to verify any Instructions received by any of the Authorized Methods or the identity of the sender or confirmer of the Instructions received by any of the Authorized Methods (regardless of whether VM Wealth may have, or may in the future, choose to so check or verify) prior to taking steps to carry into effect the Instructions. The Client(s) shall at all times be bound by the Instructions received by VM Wealth and purportedly sent by the Client(s).
- ⑤ VM Wealth reserves the right, in its absolute discretion, not to act on the Instructions received by any of the Authorized Methods in whole or in part, pending further enquiry or further confirmation (whether written or otherwise) by the Client(s). The Client(s) agree(s) that VM Wealth shall in no event or circumstance be held liable in any respect for any costs or losses suffered from declining to accept or act on the Instructions sent by any of the Authorized Methods or putting those Instructions on hold.
- ⑥ VM Wealth is irrevocably authorized by the Client(s) to execute Instructions immediately upon first receipt by any of the Authorized Methods. Where the Instructions are later duplicated or contradicted by instructions bearing original signature(s), VM Wealth may act on those signature-bearing instructions as well as the previous Instructions sent by any of the Authorized Methods. If this should occur, the Client(s) agree(s) that VM Wealth shall not bear any losses or damage resulting from acting on both sets of Instructions and the Client(s) hereby indemnify(ies) VM Wealth against all losses, liabilities, claims or damages which may arise.
- ⑦ The Client(s) agree(s) that VM Wealth may (but shall not be obligated to) record any telephone conversations or other oral communications with the Client(s) and may rely on such recordings as evidence in any proceedings whatsoever.

⑧	<b>PARTICULARS OF EMAIL ADDRESS, FAX NUMBER AND OTHER CONTACT INFORMATION (if applicable)</b>
	<b>1. Email Address:</b>
	<b>2. Fax Number:</b>
	<b>3. Other Contact Information (if applicable):</b>

- ⑨ This Authority and Indemnity shall be governed and construed in accordance with the laws of Jamaica.

**Executed by:**

Name of Client \_\_\_\_\_

Signature \_\_\_\_\_

Name of Client \_\_\_\_\_

Signature \_\_\_\_\_

In the presence of:

Name of Witness \_\_\_\_\_

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