



www.ncbmerchantbanktt.com
Member of Deposit Insurance Corporation

6TH FLOOR, NEWTOWN CENTRE,
30-36 Maraval Road,
Newtown, Port of Spain

868-622-4234
868-822-5137

A MEMBER OF THE TRINIDAD AND TOBAGO STOCK EXCHANGE

TOP Agreement Form

THIS AGREEMENT is made the _____ day of _____, 20__ between
NCB MERCHANT BANK (TRINIDAD & TOBAGO) LIMITED, a company duly incorporated
under the laws of the Republic of Trinidad and Tobago and having its registered office at 6th Floor,
Newtown Centre, 30-36 Maraval Road, Newtown, Port of Spain in the Island of Trinidad (hereinafter
called “The Broker”) of the One Part and

Name	Address	Phone Number	Email

(hereinafter called “the Client”) of the Other Part. 1.

WHEREAS:

(A) The Broker is licensed pursuant to the Securities Act of Trinidad and Tobago Chapter 83:02
(hereinafter called “the Act”) to conduct the activities of “broker-dealer” within Trinidad and Tobago.

(B) The Broker duly registered with the Trinidad and Tobago Stock Exchange (hereinafter called the
“TTSE”) and the Trinidad and Tobago Central Depository (hereinafter called the “TTCD”) and is
licensed to trade in local securities.

(C) The TTSE has implemented a new online trading system to be known as the Trinidad and Tobago
Online Platform (hereinafter called “TOP”) which will allow clients of the Broker to trade in listed
securities online.

Obligations of the Client:

1. To be bound by the TTSE and TTCD Rules as amended from time to time, the Securities Act and
all applicable legislations and regulations and any notices, decisions or other communications issued by the
TTSE;

2. To be bound by all applicable terms and conditions governing the use of the Platforms set out in the CLIENT USER MANUAL
3. To prefund their TOP account and provide the Broker with documentary evidence that money has been transferred to the settlement bank account of the Broker (hereinafter called "Broker account").
4. Not to interfere with the data or information supplied to or from the Platforms so as to render such information or data misleading, inaccurate or illegal;
5. Not to interfere with or adversely affect the Platforms, inter alia, by attempting to gain access to unauthorized areas of the Platforms or to use the Platforms in such a way as to create errors on the Platforms or to permit any such use by yourself and
6. That the client is solely responsible for any computer, communication services or any services and/or fees necessary to access and use the Platforms.

The Client hereby further agrees to the following in relation to TOP:

1. To check information to ensure that all the applicable legal and other requirements including but not limited to ensuring that the AML/KYC information is accurate and updated and that it corresponds with the Broker's records before TOP access can be granted.
2. That they shall accept full responsibility for their actions and agree to indemnify the Broker its' employee's, duly authorized representatives and/or agent's and/or Directors, against any misuse of the platform which amounts to willful misconduct, gross negligence or fraud committed.
3. To not attempt unauthorized entry of information into TOP and is responsible for any activity under its accounts and is personally liable where such activity amounts to willful misconduct, gross negligence or fraud committed by the client and/ or agents of clients;
4. To conduct its trading activity that is not in conflict with the TTSE and Trinidad and Tobago Securities Commission (TTSEC) rules failing which same would be reported to the TTSE.

OBLIGATIONS OF THE BROKER

The Broker hereby agrees that it shall:

1. Review client applications for TOP and provide clients with their login in credentials and CLIENT USER MANUAL once the TOP access has been approved;
2. Approve deposits made to clients TOP account once receipt is confirmed by clients back office within a reasonable timeframe to facilitate trading activity
3. Provide the client with a contract note outlining the details of the trade executions containing but not limited to the following:
 - a) Name of Security and amount bought or sold
 - b) Date and Price of Execution
 - c) Applicable Commission and Transaction Charges

4. Monitor the use of the Platforms for compliance with applicable Rules of the TTSE and the TTCD and all applicable Trinidad and Tobago laws and regulations;

5. Report suspicious and unusual client trading activity in accordance with TTSE and TTCD Rules and the Act, if client is found to be in breach of those rules and further recommend account be suspended.

The Broker will advise the TTSE and a notice of such suspension shall be placed on the Platforms preventing any further access.

INDEMNITY

The client agrees to indemnify, defend and hold harmless the Broker, its directors, officers, agents and employees from and against any and all claims, demands, costs, damages, losses, expenses, obligations, liabilities, penalties, and attorneys' fees, arising out of any failure by the client or agent acting on its behalf to fully observe the client obligations herein or otherwise from the use or access or the client's or their agent's use of or access to the Platforms.

This Indemnity is addition to previously completed Instructions Indemnity completed at the time of account opening and does supersede any of the existing conditions set out therein.

NO LIABILITY FOR TRADES

The Client understands and agrees that:

- (i) the Broker is not directly or indirectly a participant in any trade or transaction entered into or otherwise conducted through TOP; and
- (ii) accordingly, the Broker is not liable in any manner to any person (including without limitation the user and any person for whom the user is authorized to act) for the failure of any trade, transaction or settlement conducted through TOP; and
- (iii) the Broker, its directors, officers, employees and/or agents will not be liable for any losses, damages, or other claims arising out of TOP or its use (including but not limited to any losses, damages, or other claims related to a failure of TOP to display, deliver, transmit, transfer any data, submit for matching, clearance and/or settlement, execute, complete or otherwise process an order or any entry into TOP)
- (iv) The Broker its directors, officers, employees and/or agents will not be liable for any losses, damages or other claims arising out of or relating to the failure of the Platforms, any failure of performance, error, omission, interruption, defect, computer virus, security threats, unlawful access, delay in operation or any other breakdown of the Platforms or third party. In no event will the Broker or any of its directors, officers, employees or agents be liable for indirect, special, incidental, consequential or exemplary damages unless such damage is as a result of the gross negligence or willful misconduct of the Broker, its employees or

agents. Nothing in this Clause shall restrict or limit your general obligation at law to mitigate any loss or damage, cost or expense you may suffer or incur arising out of anything done or not done by the Broker under or in connection with the use of the Platforms.

TERM AND TERMINATION

1. This Effective Date shall be the date of signing this Agreement and will remain in effect thereafter until terminated by either party upon notice to the other party. The terminating party shall give the receiving party at least sixty (30) days written notice of its intention to terminate this Agreement.

2. The Broker may terminate this Agreement, with immediate effect if: Client Obligation 1.

The Client is in material breach of this Agreement or any TTCD or TTSE Rules or the Securities Act or any other applicable laws or regulations of Trinidad and Tobago;

3. The Client goes into liquidation or a Receiver is appointed over the property or assets of the Client or the Client makes a voluntary arrangement with its creditors or in any other way is insolvent;

4. Any representations made by the client in connection with this Agreement are or become false or misleading; if the Client ceases to carry on business;

5. Upon termination of this Agreement for any reason, all rights granted to the Client hereunder will cease.

NOTICES

Any notice, agreement or writing required to be given under this Agreement shall be deemed sufficiently given if sent by registered or certified mail, postage prepaid or electronic mail, read receipt requested or followed by confirmation of receipt, addressed to the addressee at its address below (including its email address), or to such address and/or addressee subsequently provided, and shall be effective upon receipt.

BROKER: NCB Merchant Bank (Trinidad & Tobago) Limited

For the attention of: The Chief Executive Officer

Address: 30-36 Maraval Road, Port of Spain

Telephone: (868) 622-4234

CLIENT NAME:

For the attention of:

Address:

Telephone:

Email:

SUCCESSION

This Agreement shall be binding on and ensure to the benefit of the successors and permitted assigns of the parties.

GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Trinidad and Tobago.

JURISDICTION

Each party irrevocably agrees that the courts of Trinidad and Tobago shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation.

Signed by:

For and behalf of NCB Merchant Bank (Trinidad & Tobago) Limited

.....
Authorised Signatory

Witnessed by:.....

Signed by:

Client Name (Please print).....

Client Signature:

Witnessed by:.....