



# DIVERSIFIED ETF SELECT PORTFOLIOS

ACCOUNT NUMBER  
(ADMINISTRATIVE USE ONLY)

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## Welcome to DGM Bank & Trust Inc.

In order to open your account at DGM Bank & Trust Inc., we ask that you follow the instructions below and complete the Application Form and the attachment(s) as required. If the particulars requested on the Application Form and the attachment(s) will be *written*, please use BLOCK CAPITALS.

1. Complete the information required in sections 1 through 11 and sign where indicated by the **X's**. This information will help us to understand your financial status, objectives and investment knowledge. These factors combine to establish criteria that will be used in determining the suitability of investments.
2. Please be sure to read the terms and conditions on page 5.
3. Please ensure that the following for each account holder are attached:  
*Where original documents cannot be provided, applicants must submit certified copies, bearing the position or capacity, contact address, telephone number and actual (rather than copied) signature of one of the persons approved to do so. Reference letters must have been issued no more than 3 months prior to submission and should reflect a relationship of a minimum of 2 years.)*
  - Articles of Incorporation.
  - Certificate of Registration/Incorporation and Certificate of Continuance (if applicable).
  - Memorandum and Articles of Association, By-Laws.
  - Corporate Resolution for the opening of the account.
  - Register of Shareholders and Register of Directors signed by the Company Secretary, dated and with the Company Seal attached. Sufficient details of the organisation's ownership/management structure (preferably in the form of a chart) must be provided to reveal the individual beneficial owners of the organisation (not applicable to Public Companies).
  - For each beneficial owner, shareholder, director and any other person who exercises control over the organisation or who is authorised to instruct DGM Bank & Trust Inc. we require the following:
    1. Certified/notarised copies of passport (photograph and signature pages),
    2. Original Bank Reference Letter,
    3. Original Professional Reference Letter (from a Lawyer or Accountant),
    4. Verification of residential address – recent utility bill/bank or credit card statement/driver's licence and
    5. Names you were/are know by which are not shown in your passport.
  - Other certificates or licenses from government or a regulatory body for the activities from which funds for the requested account were/will be derived.
4. Please indicate the method by which you will be funding your account:
  - Bank Draft/Cheque (*Cheques must be made payable to DGM Bank & Trust Inc. for further credit to the name of the account holder noted in section 11 of the application form.*) OR
  - Transfer of Securities and/or Cash from another account (*Please attach a copy of your most recent statement.*) OR
  - Wire (Telegraphic) Transfer
5. Please send us a copy of your completed Diversified ETF Select Portfolios Account Agreement by fax to 1-246-431-3439 and **return this original Agreement** to DGM Bank & Trust Inc. by post or courier, after keeping a copy for your files. In your covering letter, please indicate each of the following:
  - i. Amount of Transfer
  - ii. Currency of Transfer
  - iii. Timing of Transfer
  - iv. Remitting Bank

Upon receipt of the above, a DGM Bank & Trust Inc. representative will provide you with wiring instructions.

We appreciate you taking the time to complete the application and we look forward to serving your investment needs. Should you have any questions, our Private Banking department will gladly assist you.

Sincerely,

DGM BANK & TRUST INC.

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## CLIENT APPLICATION FORM

- The Applicant is an **Individual**. (All sections, except sections 1 and 9)  
 The Applicant is an **Organisation**. (All sections in gray)

### ① ACCOUNT INFORMATION FOR ACCOUNTS OF COMPANIES AND OTHER ORGANISATIONS

**Name of Applicant** (name of organisation for corporate accounts):

Contact Person:

Principal Place of Operations/Business:

Domicile of Organisation:

Registered Office:

Address

APT / SUITE NO.

CITY

PROVINCE

COUNTRY

POSTAL CODE

Mailing Address

APT / SUITE NO.

CITY

PROVINCE

COUNTRY

POSTAL CODE

Tel: (    )

Fax: (    )

E-Mail:

Is the organisation a reporting issuer to any regulatory body?     No     Yes, Name of regulatory body:

Is the entity owned by/affiliated to the executive, legislative, administrative, military or judicial branches of a state/political party, or owned or managed by/affiliated to a senior figure in any of these?

No     Yes, Details:

Nature/Activities of Organisation:

### ② PROFILE:

Main Source of Funds (activity & country):

Licenses Required (if any) for Activities Noted Above:

Purpose of Account:

Objectives:     Maximum Income     Income with Growth     Balanced     Growth with Income     Growth

Investment Preferences:     There are Preferences (attach details)     There are Aversions (attach details)

Please give the account numbers of any other accounts held in the name of the account holder at DGM Bank and Trust Inc. ("DGM\*"):

Has anyone been authorised with Trading Authority or Discretionary Authority in handling the account?     No     Yes (attach Trading or Discretionary Authority Agreement)

Does the Private Banker have a direct or indirect interest in the account other than an interest in commissions?     No     Yes, Details:

Are you, your spouse, children, siblings, parents, or spouse's parents a senior figure in:

the executive, legislative, administrative, military or judicial branches of a state;     a state-owned entity;     a political party;     none of the above?

Details (including names):

Are you a senior officer or director of a company whose shares are traded on an exchange or over the counter?     No     Yes, Issuer:

Do you, alone or as part of a group, have a control position in any such company?     No     Yes, Position/Function:

Company:

Do any other parties other than the person(s) named on the account:

Have any financial interest in the account?     No     Yes    If yes, name(s) and/or details:

Guarantee this account?     No     Yes    If yes, name(s) and/or details:

Are you or your spouse an Employee, Director, Partner or Officer of a securities dealer, or of a stock exchange itself or of the I.D.A. or S.E.C.?

No     Yes, Position:

#### ACCOUNT HOLDER:

#### CO-ACCOUNT HOLDER:

Estimated Net Liquid Assets	+ Estimated Net Fixed Assets	= Estimated Total Net Worth	Estimated Net Liquid Assets	+ Estimated Net Fixed Assets	= Estimated Total Net Worth
(Cash and securities less loans outstanding against securities)	(Fixed assets less liabilities outstanding against fixed assets)		(Cash and securities less loans outstanding against securities)	(Fixed assets less liabilities outstanding against fixed assets)	

### ③ INVESTMENT OBJECTIVES AND RISK TOLERANCE

<ul style="list-style-type: none"> <li>• I agree to allocate the following (approximate) percentage of my assets held in my accounts with your firm to relatively low risk, income-producing securities which may include, but will not be limited to, government Treasury Bills, Money Market Mutual Funds, and other higher quality, income-producing securities.</li> </ul>	% - Lower-risk, income-producing securities
<ul style="list-style-type: none"> <li>• I agree to allocate the following (approximate) percentage of my assets held in my accounts with your firm to income-producing securities which bear higher risk than those described above, which may include, but will not be limited to, moderate quality bonds and preferred shares, income trust units, and high-yielding, blue chip common stock.</li> </ul>	% - Moderate to higher-risk, income-producing securities
<ul style="list-style-type: none"> <li>• I agree to allocate the following (approximate) percentage of my assets held in my accounts with your firm to moderate-risk securities, which may include, but will not be limited to, non-speculative growth-oriented common stock or mutual funds.</li> </ul>	% - Moderate-risk, growth-oriented securities
<ul style="list-style-type: none"> <li>• I agree to allocate the following (approximate) percentage of my assets held in my accounts with your firm to speculative, higher-risk securities, which may include, but will not be limited to, penny stock, higher risk mutual funds or warrants. This may also include any trading activity which encourages aggressive short-term trading in any security</li> </ul>	% - Higher-risk, speculative securities and trading strategies
100%	Percentages must total 100

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## ④ CLIENT STATEMENT INFORMATION

Delivery Schedule for Statements:  Monthly  Quarterly  Annually  Never  
 Forwarding Method:  Fax  Mail  E-Mail  Will Collect  On-Line Access Only

## ⑤ DISCRETIONARY INVESTMENT ADVISORY SERVICES

I/we hereby appoint DGM as Investment Advisor. DGM is hereby authorized to appoint a Sub-advisor, being Hahn Investment Stewards & Company Inc. ("Hahn") and/or any subsidiary of Hahn. The Sub-advisor's address is P.O. Box 2609 Station R., Kelowna, BC, Canada. DGM is hereby authorized to give orders to buy or sell any securities or to give any other instructions in connection with the operations of the account, the whole in accordance with the terms and conditions herein listed.

I/we hereby agree and acknowledge that I/we am/are hereby entering into a Discretionary Management Agreement with the Investment Advisor and in due course, with the Sub-advisor. I/we understand that I/we will not be consulted with or notified of any investment decisions (and purchases and/or sales of securities) undertaken by the Investment Advisor and/or Sub-advisor who will collectively, be acting in my/our interests as fiduciaries. I/we acknowledge that the Investment Advisor and/or the Sub-advisor is entitled to make all decisions relating to the securities held in the account, including and without limitation, the right to vote or give consent, to exercise any conversion privilege, or any other right(s) available to the beneficial owner of such securities and the right to participate in or dissent from the reorganization, amalgamation, or merger of any issuer, the securities of which are held for my/our account.

## ⑥ APPOINTMENT OF SUB-ADVISOR

It is hereby acknowledged that DGM will appoint Hahn as Sub-advisor for the Portfolio Mandates listed in section 7 below.

## ⑦ SELECTION OF PORTFOLIO MANDATES

DIVERSIFIED ETF SELECT PORTFOLIO MANDATE	MANDATE DESCRIPTION AND OBJECTIVE	RISK (PROSPECT OF A 10% ANNUAL DECLINE)	ALLOCATION	BASE CURRENCY
Global Income Focus	Return objective of: 2% above the posted Canadian T-Bill Rate CPI plus 2%	Medium		<input type="checkbox"/> US Dollar <input type="checkbox"/> Euro Dollar <input type="checkbox"/> Canadian Dollar
North American Income Focus	Return objective of: 2% above the posted Canadian T-Bill Rate CPI plus 2%	Moderate		<input type="checkbox"/> US Dollar <input type="checkbox"/> Euro Dollar <input type="checkbox"/> Canadian Dollar
Global Income/Balanced	A broad-world emphasis with long-term income and modest capital growth. Up to 95% foreign content.	Average		<input type="checkbox"/> US Dollar <input type="checkbox"/> Euro Dollar <input type="checkbox"/> Canadian Dollar
Global Growth	A broad-world emphasis with long-term capital growth and modest income. Up to 95% foreign content.	Significantly above average		<input type="checkbox"/> US Dollar <input type="checkbox"/> Euro Dollar <input type="checkbox"/> Canadian Dollar
North American Income/Balanced	Emphasis on long-term income with modest capital growth and international diversification. Up to 60% foreign content.	Less than average		<input type="checkbox"/> US Dollar <input type="checkbox"/> Euro Dollar <input type="checkbox"/> Canadian Dollar
North American Growth	Emphasis on long-term asset growth with modest income and international diversification. Up to 60% foreign content.	Above average		<input type="checkbox"/> US Dollar <input type="checkbox"/> Euro Dollar <input type="checkbox"/> Canadian Dollar
Canadian Income/Balanced	A Canadian-centric emphasis with long-term income and modest capital growth. Up to 30% non-Canadian content.	Lower than average		<input type="checkbox"/> US Dollar <input type="checkbox"/> Canadian Dollar
Canadian Growth	A Canadian-centric emphasis with long-term capital growth and modest income. Up to 30% non-Canadian content.	Higher than average		<input type="checkbox"/> US Dollar <input type="checkbox"/> Canadian Dollar

Note: Minimum allocation per mandate is US\$100,000 (or equivalent in respective Base Currency). All mandate accounts below US\$25,000 (or equivalent in respective Base Currency) will be held in cash or money market investments and cannot be invested in any managed Portfolio Mandate.

## ⑧ JOINT ACCOUNT AGREEMENT

It is the express intention of the undersigned that ownership of this account be vested as (check one):

- Joint tenants with rights of survivorship and not as tenants in common. (Applicable only to those persons residing and domiciled in jurisdictions permitting beneficiary designations other than by Will). In the event of the death of either or any of the undersigned, the entire interest in the joint account shall be vested in the survivor or survivors on the same terms and conditions as therefore held, without in any manner releasing the undersigned or their estates from the liability provided for in the terms and conditions governing Joint Accounts.
- Tenants in Common. In the event of the death of either or any of the undersigned, the interests in the tenancy as of the close of business on the date of death of the decedent (or on the following business day if the date of death is not a business day) shall be equal unless otherwise specified immediately below.

If the interests are NOT to be equal, please designate the percentage interest of each tenant:

NAME OF PARTICIPANT OR HIS OR HER ESTATE	NAME OF PARTICIPANT OR HIS OR HER ESTATE
%	%

Any taxes, costs, expenses or other charges becoming a lien against or payable out of the account as the result of the death of the decedent, or through exercise by his or her estate or representative of any rights in the account shall, so far as possible, be deducted from the interest of such decedent. This provision shall not release the decedent's estate from the liability provided for in the terms and conditions governing Joint Accounts.

Each of the undersigned hereby acknowledges that he/she has read and understood the terms and conditions of the Joint Account Agreement as is told in section 16. of the terms and conditions of the Account Agreement.

PARTICIPANT SIGNATURE X	PARTICIPANT SIGNATURE X
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## TERMS AND CONDITIONS

**TO: DGM** (hereinafter referred to as "the Investment Advisor")

The Client hereby directs the Investment Advisor to receive and hold all cash, mortgages, securities and other assets (hereinafter referred to as Assets) received by the Investment Advisor from time to time from the Client on the terms and conditions, including the operating instructions, set out in this agreement and in the Electronic Access Agreement.

#### 1. RELATIONSHIP WITH INVESTMENT ADVISOR

The Investment Advisor shall collect, as part of the Client's Account, all income, interest, dividends and profits in respect of the Assets and deal with the same as instructed in the Agreement or otherwise in writing by the Client from time to time. The Investment Advisor shall keep the Assets in the vaults of a major chartered bank domiciled in Bermuda, the Cayman Islands, the USA or Canada. Where applicable, the services of the Canadian Depository for Securities, or the Depository Trust Company (the USA), will be used. The Investment Advisor may hold any securities in the Client's name or in the name of the Client's nominee (or in the name of the nominee of the chartered bank). Certificates for securities of the same issue and for the same aggregate amounts may be delivered to the Client in lieu of those originally deposited by the Client. Unless the Client notifies the Investment Advisor in writing to the contrary, it is understood that the Investment Advisor and its affiliated companies will not disclose confidential information of any kind to each other or any other private institution.

#### 2. APPLICABLE RULES AND REGULATIONS

All transactions in securities for the Account shall be subject to the constitutions, by-laws, rulings, regulations, customs and usages of the exchanges or markets and their clearing houses, if any, where made, and to all laws, regulations and orders of any applicable government or regulatory authorities (all collectively referred to as "Applicable Rules and Regulations").

#### 3. SETTLEMENT AND TRANSACTION CHARGES

The Client agrees to pay the Investment Advisor's fees and charges prevailing from time to time, including but not limited to, the current fee schedule applicable to Diversified ETF Select Portfolios (and the respective Portfolio Mandates), together with all reasonable expenses paid or incurred by the Investment Advisor (including any transaction pursuant to section 7), which include brokerage, security exchange fees and foreign exchange costs, and hereby authorises the Investment Advisor to deduct such fees, charges and expenses from the Client's Account. The Investment Advisor is further authorised to deduct from the Account any applicable taxes which may be payable as a result of the provision of these services. Full and timely settlement will be made for each transaction in securities for the Client's Account. The Client will pay to the Investment Advisor all charges in respect of each transaction and interest, calculated daily and compounded monthly, on outstanding indebtedness. Such commissions and other charges shall be at the Investment Advisor's customary rates in the circumstances or as negotiated from time to time. The interest rate shall be the interest rate designated from time to time by the Investment Advisor to its branches as being its effective rate for determining interest on debt.

#### 4. OPERATION OF THE CLIENT'S ACCOUNT

The Investment Advisor has the right to determine in its discretion whether or not any order for transactions in securities for the Client's Account is acceptable and whether to execute said order. The Investment Advisor will credit to the Account any interest, dividends or other monies received in respect of securities held in the Account and any monies (net of all charges) received as proceeds from transactions in securities for the Account, and will debit to the Account any amounts owing, including interest, by the Client to the Investment Advisor pursuant to the Agreement. The Investment Advisor will maintain a record of receipts and deliveries of securities and the Client's resulting positions in the Account. The Client agrees to pay any service fees or service charges relating to services provided by the Investment Advisor for the administration of the Account. The Client agrees that the Investment Advisor will not be liable in connection with the execution or handling of orders or the purchasing, exercising and/or writing of put and/or call options for the Account, except for gross negligence or willful misconduct on the part of the Investment Advisor.

#### 5. PAYMENT OF INDEBTEDNESS

The Client will promptly pay all indebtedness when due. For the purposes of the Agreement, the term "indebtedness" at any time means all indebtedness of the Client to the Investment Advisor as set out in any statement of account or other communication sent by the Investment Advisor to the Client and includes interest on any credit extended to the Client and the reasonable costs of collection of payment owed to the Investment Advisor, together with legal fees associated therewith. The Client will promptly pay all indebtedness due to the Investment Advisor as a result of any reduction or cancellation of any margin facility. The Client agrees to pay for all securities purchased on the day of settlement. If at any time, the balance of cash in the Client's Account is in overdraft, the Investment Advisor may, in its discretion, provide an overdraft facility to the Client sufficient to meet those expenses. Any indebtedness which the Client incurs under this facility will be redeemable upon demand. The Client will pay interest on any such overdraft, calculated at the then prime rate, on a daily basis. The Client hereby pledges all the Assets from time to time held in the Client's Account as collateral and security for the repayment of the overdraft facility and interest thereon. The Client acknowledges that the maximum extent of any overdraft facility granted from time to time will not exceed 25% of the value of the marketable Assets held in the Client's Account at that time.

#### 6. PLEDGE AND USE OF COLLATERAL

As continuing collateral security for the payment of any indebtedness which is now or which may in the future be owing by the Client to the Investment Advisor, the Client hereby pledges to the Investment Advisor all of its securities and cash, including any free credit balances, which may now or hereafter be in any of the Client's Accounts with the Investment Advisor (collectively the "Collateral"), whether held in the Account or in any other account in which the Client has any interest and whether or not any amount owing relates to the Collateral pledged. So long as any indebtedness remains unpaid, the Client authorises the Investment Advisor, without notice, to use at any time and from time to time the Collateral in the conduct of the Investment Advisor's business, including the right to: (a) combine any of the Collateral with property of the Investment Advisor or other clients or both; (b) pledge any of the Collateral which is held in the Investment Advisor's possession as security for its own indebtedness; (c) lend any of the Collateral to the Investment Advisor for its own purposes; or (d) use any of the Collateral for making delivery against a sale, whether a short sale or otherwise and whether such sale is for the Account or for the account of any other client of the Investment Advisor.

#### 7. ELIMINATION OR REDUCTION OF INDEBTEDNESS

If (a) the Client fails to pay any indebtedness when due; (b) the Investment Advisor deems the margin held by it to be insufficient for its protection; (c) on or before any settlement date the Client fails to comply with any other requirement contained in the Agreement, then, in addition to any other right or remedy to which the Investment Advisor is entitled, the Investment Advisor may at any time and from time to time without notice or demand to the Client: (A) apply monies held to the credit of the Client in any other account with the Investment Advisor to eliminate or reduce indebtedness; (B) sell, contract to sell or otherwise dispose of any or all of the securities held by the Investment Advisor for the Client and apply the net proceeds therefrom to eliminate or reduce indebtedness; (C) purchase or borrow any securities necessary to cover short sales or any other sale made on the Client's behalf in respect of which delivery of certificates in an acceptable delivery form has not been made; or (D) cancel any outstanding orders. Such rights may be exercised separately, successively or concurrently. The Investment Advisor shall not be required by the Agreement to exercise any such rights nor shall it be required to exercise any right prior to exercising any other right. The failure to exercise any or all such rights or the granting of any indulgence shall not in any way limit, restrict or prevent the Investment Advisor from exercising such rights at any subsequent time and shall not limit, reduce or discharge any indebtedness or part thereof. Any such sales or purchases for the Client's Account may be made upon any exchange or market or at a public or private sale upon such terms and in such manner as the Investment Advisor deems advisable. If demand is made or notice given to the Client by the Investment Advisor, it shall not constitute a waiver of any of the Investment Advisor's rights to act hereunder without demand or notice. Any and all expenses (including any legal expenses) reasonably incurred by the Investment Advisor in connection with exercising any right pursuant to this section may be charged to the Account. The Client shall remain liable to the Investment Advisor for any deficiency remaining following the exercise by the Investment Advisor of any or all of the foregoing rights and agrees that the rights which the Investment Advisor is entitled to exercise pursuant to this section are reasonable and necessary for its protection having regard to the nature of securities markets, including in particular, their volatility.

#### 8. ALTERNATIVE COURSE OF ACTION

Whenever the Agreement entitles the Investment Advisor to alternative courses of action, the Investment Advisor shall be entitled to choose any, one or all of such alternative courses of action in its sole unfettered discretion.

#### 9. FREE CREDIT BALANCES

Any monies held by the Investment Advisor from time to time to the Client's credit are payable on demand, need not be segregated and may be used by the Investment Advisor in the ordinary conduct of its business. The Client acknowledges that the relationship of the Client and the Investment Advisor with respect to such monies is one of debtor and creditor only. Cash balances may be invested in a money market fund operated by the Investment Advisor.

#### 10. AFFILIATIONS

Any Investment Advisor, Sub-Advisor, Broker or chartered bank with which the Investment Advisor may deal pursuant to the Agreement may, in the Investment Advisor's discretion, be a person with which the Investment Advisor is affiliated and in any such event neither the Investment Advisor nor such affiliated person shall be accountable for any profit earned in the course of such dealing.

#### 11. TRANSFERS TO OTHER ACCOUNTS

The Investment Advisor may at any time and from time to time take any monies or securities in the Client's Account and any proceeds from the sale or other disposition of such securities to pay or cover any obligations of the Client to the Investment Advisor, including obligations of the Client in respect of any other account with the Investment Advisor, whether such account is a joint account or is an account guaranteed by the Client.

#### 12. GOOD DELIVERY

Except for any declared short sale, the Client will not order any sale or other disposition of any securities not owned by the Client or of which the Client will be unable to make delivery in acceptable delivery form on or before the settlement date. Whenever the Client orders a short sale, the Client will declare it as a short sale.

#### 13. ACCOUNT STATEMENTS

Every confirmation, statement or other communication sent by the Investment Advisor to the Client shall be deemed to have been acknowledged as correct, approved and consented to by the Client unless the Investment Advisor shall have received written notice to the contrary within fifteen days after it is sent to the Client.

If the Client chooses to collect statements or any other correspondence from the Investment Advisor, the Client hereby indemnifies the Investment Advisor, its officers (both corporately and individually) and their assigns, successors and

trustees from any claim, error or liability which may arise or remain undetected as a result of the said statement not being reviewed by the Client.

#### 14. ACQUISITION AND USE OF CLIENT INFORMATION

At the time of submission of the application and from time to time subsequently, the Client will advise the Investment Advisor if a controlling interest in any reporting issuer is acquired or the Client otherwise becomes an insider of any reporting issuer. The Client hereby authorises the Investment Advisor to obtain any credit reports and/or other information concerning the Client, which are required by the Investment Advisor for the establishment or operation of the Account. Unless otherwise disclosed, the Client, if an individual and not an employee of the Investment Advisor, hereby represents that the Client is not a partner, director or employee of a member or member corporation of any stock exchange or a non-member Investment Advisor or investment dealer. If a Client becomes a partner, director or employee of a member or member corporation of any stock exchange or non-member Investment Advisor or investment dealer, the Client will advise the Investment Advisor in writing and complete all documents required in order that the Investment Advisor may record all telephone calls by which the Client's orders are placed or confirmed, both between the Client and the Investment Advisor and between the Investment Advisor and any Investment Advisor or dealer to whom an order is directed.

Any information pertaining to the Client, which is obtained in accordance with the terms and conditions of the Agreement, may be stored and used as required by the Investment Advisor's operating policies and procedures. This includes the sharing of account information with the Sub-Advisor.

The Client will advise the Investment Advisor of any changes to the personal details of any individuals for whom information was submitted and if the Client is an organisation, any information about the nature of the organisation's activities and structure, which are provided in the application or in any forms or schedules submitted along with the application or at any other time, as soon as the changes become effective, for as long as the Account remains open.

#### 15. NOTICES TO CLIENT

Any notice or communication to the Client may be given by prepaid mail, telegraph, e-mail, telefax, or telex to any address of record of the Client with the Investment Advisor or may be delivered personally to any such address of record and shall be deemed to have been received, if mailed, on the second business day after mailing or, if sent by telegraph, telefax, or telex, on the day sent or, if delivered, when delivered. Nothing in this section shall be interpreted as requiring the Investment Advisor to give any notice to the Client which is not otherwise required to be given by the Investment Advisor.

#### 16. JOINT ACCOUNT AGREEMENT

If the Account is held jointly, the account holders (Co-Clients) jointly and severally agree that each of them shall have authority on behalf of the Joint Account to buy, sell and otherwise deal in, through the Investment Advisor, stocks, bonds and other securities; to receive on behalf of the Joint Account: demands, notices, confirmations, reports statements of account and communications of every kind; to receive on behalf of the Joint Account: money, securities and property of every kind and to dispose of same; to make on behalf of the Joint Account: agreements relating to any of the foregoing matters and to terminate or modify same or waive any of the provisions thereof; and generally to deal with the Investment Advisor on behalf of the Joint Account as fully and completely as if each Co-Client alone were interested in said Account, all without notice to the other(s) interested in said Account. The Investment Advisor is authorised to follow the instructions of any of the Co-Clients in every respect concerning the said Joint Account and to make deliveries to and of the Co-Clients, or upon a Co-Client's instructions, of any or all securities in the Joint Account, and to make payments to any of the Co-Clients, or upon the order of a Co-Client, of any or all monies at any time or from time to time in the Joint Account as the Co-Client(s) may order and direct, even if such deliveries and/or payments shall be made to the Co-Clients personally and not for the Joint Account of the Co-Clients. In the event of any such deliveries of securities or payments of monies to any of the Co-Clients as aforesaid, the Investment Advisor shall be under no duty or obligation to inquire into the purpose or propriety of any such demand for delivery of securities or payment of monies, and the Investment Advisor shall not be bound to see to the application or disposition of the said securities and/or monies so delivered or paid to any of the Co-Clients or upon the order of the Co-Client(s). The authority hereby conferred shall remain in force until written notice of the revocation addressed to the Investment Advisor is delivered at the Investment Advisor's main office.

The liability of the Co-Clients, with respect to the Joint Account, shall be joint and several. As continuing security for the discharge of the obligations under the Joint Account, the Co-Clients further jointly and severally pledge in the Investment Advisor's favour all property that the Investment Advisor may at any time be holding or carrying for any one or more of the Co-Clients, such pledge to be in addition to and not in substitution of the rights and remedies that the Investment Advisor otherwise would have. Provided notice of sale is given, the Investment Advisor shall have the right to sell the property pledged in the Investment Advisor's favour by public or private sale on such terms and conditions as the Investment Advisor may see fit and apply the net proceeds to the payment of any amounts due under the Agreement.

#### 17. HEADINGS AND PLURAL

The headings used in the Agreement are for convenience of reference only and shall not in any way affect its interpretation. In the Agreement, where the singular is used it shall include the plural and vice versa. Where the masculine is used it shall include the feminine.

#### 18. OTHER AGREEMENTS

The Agreement shall be construed in conjunction with any other agreements between the Investment Advisor and the Client in connection with the Account, provided that, to the extent necessary, the terms and conditions of the Agreement shall supersede the terms and conditions of all other agreements with the Investment Advisor, whether or not referred to herein, except that this Agreement in no way limits or restricts any other rights which the Investment Advisor may have under any other agreement or agreements with the Client. None of the terms and conditions of the Agreement may be waived or changed without agreement in writing signed by the Client and a director of the Investment Advisor. If any Applicable Rules and Regulations are enacted, amended or otherwise changed with the result that any term or condition of the Agreement is, in whole or in part invalid, then such term or condition will be deemed to be varied or superseded to the extent necessary to give effect to such Applicable Rules and Regulations. Any term or condition of the Agreement, which, notwithstanding any such variation, is invalid shall not invalidate the remaining terms.

#### 19. FURTHER ASSURANCES

The Client shall do all acts or things and execute and deliver all documents or instruments as are necessary or desirable to give effect to all transactions in securities for the Account executed by the Investment Advisor pursuant to the Agreement.

#### 20. SEVERABILITY

In the event that any term or condition of the Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part by any court of competent jurisdiction, the remaining terms and conditions of the Agreement shall remain in full force and effect. The Agreement can be terminated at any time upon thirty days written notice by either party. Any termination made by the Client shall only be effective upon actual receipt by the Investment Advisor of the written notice, and the Client shall remain liable for any transactions initiated or occurring prior to the Investment Advisor's receipt of such notice. Subject to prepayment of all amounts owing by the Client to the Investment Advisor, whether incurred before or after the effective date of termination, the Investment Advisor will comply with the Client's written instructions as to the disposition of the Assets.

#### 21. MONEY LAUNDERING (PREVENTION & CONTROL)

The Investment Advisor is an offshore corporation licensed under the laws of Barbados and is subject to and fully compliant with the Money Laundering and Financing of Terrorism (Prevention and Control) Act 2002-06 and control guidelines established by the Central Bank of Barbados. As a part of its anti-money laundering practices the Investment Advisor reserves the right to hold funds for a period of up to 3 months or to return funds to their original source if warranted.

#### 22. SUCCESSORS AND ASSIGNS

The Agreement shall endure to the benefit of and shall be binding upon the Investment Advisor and the Client, and their respective heirs, executors, administrators, successors and assigns, as the case may be. The Client agrees that it will not assign the Agreement without prior written consent from the Investment Advisor.

#### 23. GOVERNING LAW

This Subscription Agreement shall be governed by the laws of Barbados.

The Investment Advisor is authorised to comply with any law, regulation or order now or hereafter in effect which purports to impose on the Investment Advisor a duty to take or refrain from taking action in connection with the Client's Account and the Assets. The Investment Advisor is also permitted to allow any duly authorised party to have access to and the right to examine and make copies of any records or documents connected with the Account.

#### 24. LANGUAGE AND MODE OF COMMUNICATION

It is the express wish of the Client that the Agreement and all documents, notices and other communications relating to the operation of the Account be in English. All instructions and other communications given to the Investment Advisor hereunder shall be in writing, signed by the Client and delivered personally by mail or by facsimile transmission. Instructions and other communications shall also be given by telephone with written confirmation provided forthwith. Notwithstanding any other section of the Agreement, the Investment Advisor is authorised and obliged to act upon instructions and communications so given. The Client shall provide authorisation in writing to the Investment Advisor to accept instructions and directions of any kind from a third party on the Client's behalf. In this connection, the Client hereby releases and agrees to indemnify the Investment Advisor from any and all liability to which the Investment Advisor or its nominees may become subject, as a result of acting on directions or instructions from such third party.

#### 25. COMMUNICATIONS

Unless the Client instructs the Investment Advisor to the contrary by written notice, the Investment Advisor is authorised not to forward to the Client any shareholder communications received in respect of any of the Assets. The Investment Advisor will, in its sole discretion, decide as to whether to complete and to return any and/or all proxies or other shareholder communication so received.

#### 26. INDEMNIFICATION

The Investor agrees to indemnify and hold harmless each of DGM, the Investment Advisor, the Sub Advisor and their respective directors, officers, shareholders, members, partners or other owners, their agents, attorneys, accountants and employees from and against any loss, liability, cost, expense (including attorney's fees, taxes and penalties), claim or demand arising directly or indirectly, (a) from any misrepresentation or breach of any warranty, covenant or agreement of the Investor set forth herein or in any other document delivered by the Investor to DGM or (b) out of the Investment Advisor's holding and dealing with the Assets or anything lawfully done hereunder.



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**Declaration of Source of Funds/Wealth**

**Customer Name/Business:**.....

**Beneficial Owner of Account:**.....

**Permanent Residential/Business Address:**.....

.....

**Country of Residence for Tax Purposes:**.....

**Value of Initial Deposit (new accounts)/Transaction:**.....

**Type of Transaction (tick one):**     Security Deposit     Wire Transfer     Monetary Instrument

**Anticipated Account Activity:**

**Deposits:** \$ \_\_\_\_\_                      **Frequency:**  monthly /  weekly /  annually

**Withdrawals:** \$ \_\_\_\_\_                      **Frequency:**  monthly /  weekly /  annually

**Trades:** \$ \_\_\_\_\_                      **Frequency:**  monthly /  weekly /  annually

**Source of Funds/Wealth:**

.....  
.....  
.....

**By affixing my signature below, I declare that**

1. The facts stated above are true.
2. I am the sole beneficial owner of all assets which will be deposited into the account.
3. I will notify DGM Bank & Trust Inc. if and as soon as any of the details provided above are no longer true.

**Customer Signature:**.....

**Date:**.....

**BANKING RESOLUTION**

RESOLUTION of \_\_\_\_\_  
(entity or name of individual(s) if for a personal account)

This resolution supersedes any and all existing or contemplated resolutions previously passed in connection with banking for the Account Holder(s)/Entity at DGM Bank & Trust Inc. ("DGM").

**RESOLVED:**

1. that DGM is hereby appointed the banker of the Account Holder(s)/Entity;
2. that the Account Holder(s)/Entity authorises DGM to act upon their/the Entity's instructions according to the provisions of this Banking and Securities Resolution with regards to any assets held in the account including without limitation, for transfers, drafts, cheques, and other instruments or orders for the payment of money drawn against the account or any other transaction whether or not it may be shown that the same were not sent by the authorised signatory/ies of the account or otherwise properly endorsed;
3. that the Account Holder(s)/Entity acknowledges that DGM shall be under no duty to verify or authenticate any instructions and that the processing of any instructions received is subject to DGM's terms and conditions, including any applicable time-limits, the successful delivery of the instructions via the method used and whether the instructions are discernible;
4. that the following are the authorised signatories for the account:

NAME & TITLE	SPECIMEN SIGNATURE

The original certified/notarised copies of the following must be provided for the persons listed above:	
<b>Account Holder(s)/Signatories</b> - Copy of passport (photograph and signature pages) - Original bank reference letter from a recognised commercial bank - Original professional reference letter (from a Lawyer or Accountant) - Verification of residential address – recent utility bill/bank or credit card statement/driver's licence	<b>Entities</b> - Certificate of Registration/Incorporation/Organisation/Continuance - Registers of shareholders and directors - Incumbency Certificate or other record of entity signatories - Ownership chart showing ultimate beneficial owner(s) if the entity is owned by another entity

5. that the combination of individuals authorised to give instructions to DGM is (please tick one):  
 Any one     Any two     All of the persons listed above together     Other combination: \_\_\_\_\_;
6. that instructions will be transmitted to DGM by (tick the box(es) below):  
 Facsimile     E-mail     Voice     Mail     Hand Delivery;  
**NOTE:** All cash transfers will only be executed upon receipt of faxed, e-mailed or original signed instructions.
7. that each branch of DGM with which any dealings are had by the Account Holder(s)/Entity may rely upon this Resolution and upon any and all documents referred to herein until notice to the contrary or of any change has been given in writing to DGM;
8. that the Account Holder(s)/Entity recognises that DGM's terms and conditions governing the administration of accounts will also apply to any subsequent arrangements made by the Account Holder(s)/Entity even if the Account Holder(s)/Entity fails to submit a new signed Banking and Securities Resolution, so long as it originates from the proper authority/contact according to the records provided by the Account Holder(s)/Entity to DGM;
9. that the Account Holder(s)/Entity agrees that this Resolution shall remain in force until the account is closed or DGM receives notice of new arrangements and any such notice shall be without prejudice to the completion of transactions already initiated pursuant to this Resolution.

**By affixing their signatures the undersigned certify that this resolution is in full force and effect.**

**This executed consent is effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

SIGNATURE: \_\_\_\_\_  
NAME OF DIRECTOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
NAME OF DIRECTOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
NAME OF DIRECTOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
NAME OF DIRECTOR: \_\_\_\_\_

**NOTE:** If the charter documents (articles of incorporation, letters patent, memorandum of association, etc.) or any amendments thereto, by-laws or any unanimous shareholder agreement require authorisation of shareholders or other persons before any of the powers listed in paragraph (b) may be exercised then certified copies of (i) the provisions requiring the authorisation and (ii) the authorisation given by the shareholders or such other persons must be submitted to the Bank.