



# B E R M U D A

## INVESTMENT • ACCOUNT • APPLICATION

LOM SECURITIES (BERMUDA) LIMITED, THE LOM BUILDING, 27 REID STREET, HAMILTON HM11, BERMUDA

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PLEASE COMPLETE THIS APPLICATION IN FULL AND RETURN THE ORIGINAL TO YOUR FINANCIAL ADVISOR, ALONG WITH THE ADDITIONAL DOCUMENTS NOTED BELOW. ALL REQUESTED DOCUMENTS MUST BE PROVIDED IN ORDER TO OPEN AN ACCOUNT. IF FUNDS OR ASSETS ARE RECEIVED BY LOM PRIOR TO THE ACCOUNT'S FINAL APPROVAL TO OPEN, THOSE ASSETS MAY NOT BE SOLD OR TRANSFERRED UNTIL DOCUMENTATION IS COMPLETE, EXCEPT TO BE RETURNED TO WHERE THEY WERE RECEIVED FROM.

### INDIVIDUAL ACCOUNTS

- INVESTMENT ACCOUNT APPLICATION
- NOTARIZED PASSPORT COPY and COMPLETED IDENTITY VERIFICATION FORM (IVF)
- REFERENCES from a bank or other financial institution in an approved jurisdiction

### JOINT ACCOUNTS

- INVESTMENT ACCOUNT APPLICATION
- LOM JOINT ACCOUNT AGREEMENT
- NOTARIZED PASSPORT COPY and COMPLETED IDENTITY VERIFICATION FORM (IVF) FOR EACH JOINT OWNER
- REFERENCES FOR EACH JOINT OWNER from a bank or other financial institution in an approved jurisdiction

### CORPORATE ACCOUNTS

- INVESTMENT ACCOUNT APPLICATION
- NOTARIZED PASSPORT COPY and COMPLETED IDENTITY VERIFICATION FORM (IVF) FOR EACH SIGNATORY AND BENEFICIAL OWNER
- REFERENCES FOR EACH SIGNATORY AND BENEFICIAL OWNER from a bank or other financial institution in an approved jurisdiction
- SEALED CORPORATE RESOLUTION authorizing the opening of the account and specifying authorized signatories
- CERTIFICATE OF INCUMBENCY or other signed document listing officers and directors of the company
- CERTIFIED COPY OF THE CERTIFICATE OF INCORPORATION or a CERTIFIED COPY OF THE ARTICLES OF INCORPORATION
- ORIGINAL OR CERTIFIED COPY OF A CERTIFICATE OF GOOD STANDING if incorporated more than one year

### TRUST ACCOUNTS

For non-"Complex" trusts (i.e. Simple or Grantor trusts), see your account advisor for additional documentation required. Trust accounts will be opened in the name of the individual(s) or the corporation acting as trustee, with reference made to the underlying trust; e.g. "XYZ Trust Company as trustee of the ABC Trust".

- INVESTMENT ACCOUNT APPLICATION
- CERTIFIED COPY OF THE TRUST AGREEMENT, TRUST ABSTRACT OR EXTRACTS FROM THE TRUST AGREEMENT
- NOTARIZED PASSPORT COPY and COMPLETED IDENTITY VERIFICATION FORM (IVF) for each trustee and signatory
- REFERENCES FOR TRUSTEES AND SIGNATORIES from a bank or other financial institution in an approved jurisdiction
- W-8BEN FORM specifying "complex trust", and in the name of the trust itself (not the trustee)
- PASSPORT COPY, REFERENCE AND FORM IVF FOR PRIMARY CLIENT(S) UNDERLYING THE TRUST, i.e. individuals providing funds to account and/or ultimately directing activity
- IF CORPORATE TRUSTEE, then provide additional corporate documents as listed above under 'corporate accounts'

### APPLICATION INSTRUCTIONS

- CURRENCY BASE: Enter the currency in which you would like the account valued on statements; e.g. US dollars, Canadian dollars, UK sterling, etc
- AUTHORIZED SIGNATORIES: List and provide signature samples for all individuals authorized to give instructions on the account.
- POWER OF ATTORNEY OR TRADING AUTHORITY AUTHORIZATION is required for any third party (i.e not the customer, corporate employee or trustee) wishing to give any instructions on the account. Form IVF must also be completed for each signatory.
- REFERENCES: A letter of reference from a bank or other regulated financial institution in an approved jurisdiction, indicating a satisfactory business relationship of at least one year with the primary beneficial owner, and **verifying the primary residential address**. References may also be provided by an officer of a known international legal or accounting practice, at LOM's discretion. The reference provider may be contacted by LOM on a confidential and anonymous basis to confirm the authenticity of the reference. Additional references may be required.
- A CERTIFIED DOCUMENT is signed and dated by a person authorized to do so, stating that the document is a "true and correct copy of the original".
- A VALID GOVERNMENT ISSUED ID (e.g. drivers license) may be provided if a passport is not available.



**E. ACCOUNT CLASSIFICATION** (PLEASE READ IMPORTANT RISK DISCLOSURES IN SECTIONS 9 AND 10 OF THE LOM AGREEMENT)

ACCOUNTS WISHING TO USE MARGIN FACILITIES, SELL SECURITIES SHORT OR TRADE DERIVATIVES MUST BE APPROVED AS MARGIN ACCOUNTS.

TYPE OF ACCOUNT REQUESTED (CHOOSE ONE ONLY):

MARGIN OR  CASH

ACCOUNT AUTHORIZED TO TRADE DERIVATIVES?

YES  NO

ACCOUNT AUTHORIZED TO PURCHASE RESTRICTED SECURITIES?

YES  NO

HAVE YOU READ SECTIONS 9 AND 10 OF THIS AGREEMENT?

YES  NO

**F. CORPORATE ACCOUNT DUE DILIGENCE** (INDIVIDUAL ACCOUNTS, SKIP TO SECTION G)

COMPANY'S EXACT LEGAL NAME

REGISTERED OFFICE ADDRESS

STATE / PROVINCE / PARISH

COUNTRY

POST CODE

NATURE OF COMPANY'S BUSINESS

COUNTRY OF INCORPORATION

DATE OF INCORPORATION

IS THE COMPANY IN GOOD LEGAL STANDING?

PLEASE IDENTIFY ALL SHAREHOLDERS AND BENEFICIAL OWNERS OF THE COMPANY WITH A 10% OR GREATER INTEREST. IF THE OWNER OF THE COMPANY IS A CORPORATION, PLEASE ALSO IDENTIFY THE ULTIMATE BENEFICIAL OWNERS OF THE UNDERLYING CORPORATION. A COMPLETED FORM-IVF MUST BE ATTACHED FOR EACH INDIVIDUAL BENEFICIARY.

NAME

% INTEREST

NAME

% INTEREST

COMPANY MUST NOTIFY LOM IMMEDIATELY IN WRITING AS TO ANY CHANGE IN OFFICERS, DIRECTORS, BENEFICIAL OWNERS, OR ACCOUNT SIGNATORIES.

**G. INDIVIDUAL / JOINT ACCOUNT DUE DILIGENCE**

EACH JOINT OWNER MUST ATTACH A COMPLETED FORM-IVF

**H. TRUST ACCOUNT DUE DILIGENCE**

PLEASE ENSURE THAT DOCUMENTS REQUESTED ON PAGE ONE INCLUDE: FULL NAME, DATE AND PLACE OF EXECUTION OF THE TRUST, AND A COMPLETE LIST OF THE TRUSTEES.

**I. SOURCE OF FUNDS**

DESCRIBE THE PRIMARY SOURCE OF FUNDS :

WHAT IS THE PURPOSE OF THE ACCOUNT?

EXPECTED INITIAL TRANSACTION:

WHAT IS THE EXPECTED TRANSACTION VOLUME AND TURNOVER FOR THE ACCOUNT?

PLEASE ESTIMATE THE ANTICIPATED TOTAL MARKET VALUE OF THE ACCOUNT:

WILL THE ACCOUNT DEAL IN PHYSICAL SECURITIES?

**J. APPLICATION SIGNATURE**

I CERTIFY THAT THE INFORMATION PROVIDED BY ME IN THIS APPLICATION IS TRUE AND CORRECT AND I AGREE TO ADVISE LOM IMMEDIATELY OF ANY MATERIAL CHANGE IN THIS INFORMATION OR MY FINANCIAL CIRCUMSTANCES. I HAVE RECEIVED AND READ THE ATTACHED 'LOM INVESTMENT ACCOUNT AGREEMENT - TERMS AND CONDITIONS', DATED MAY 2003, AND UNDERSTAND AND AGREE TO ALL TERMS WITHIN, INCLUDING (IF APPLICABLE) RISK DISCLOSURES RELATING TO MARGIN ACCOUNTS, DERIVATIVES, ONLINE ACCESS AND RESTRICTED SECURITIES. THIS AGREEMENT IS SUBJECT TO THE LAWS OF BERMUDA.

\_\_\_\_\_  
DATED

\_\_\_\_\_  
SIGNATURE OF CUSTOMER OR SIGNATORY

\_\_\_\_\_  
WITNESSED

\_\_\_\_\_  
SIGNATURE OF CUSTOMER OR SIGNATORY

## **LOM INVESTMENT ACCOUNT AGREEMENT TERMS AND CONDITIONS**

**In opening this investment account ("Account") with LOM Securities (Bermuda) Limited ("LOM") and signing the LOM Investment Account Application ("Application"), the Customer and LOM hereby agree to the terms and conditions within this Agreement, as follows:**

### **1. General Provisions**

Throughout this agreement, the words "you" and "your" refer to the holder of one or more LOM accounts, whether an individual, group of individuals, company, trust, or other related entity (hereinafter a "Customer".)

This Agreement shall apply to all transactions hereafter made by you and supercedes any previous agreement entered into between you and LOM. The Agreement applies to all other accounts held for you by LOM, now or in the future; none of its provisions shall be deemed to be waived or modified by LOM except by written agreement signed by LOM.

### **2. Applicable Rules and Regulations**

All transactions with respect to securities entered into by LOM for you shall be subject to the constitution, by-laws, rules, rulings, regulations, customs and usages of the exchange or market, and its clearing house, if any, where made, and to all laws, regulations and orders of any applicable government or regulatory authority; they shall also be subject to any delays, difficulties or conditions as to transmission or execution of orders, information or reports due to conditions over which LOM has no control, including mechanical or electronic failure, market congestion or otherwise.

### **3. Transactions and Settlement**

All sale transactions will be "long" sales unless you specify otherwise at the time the order is entered. If you do not supply by settlement, in good form, securities sold on your order, LOM may without further notice borrow or buy-in the securities required and you agree to reimburse LOM for all loss, damage, cost or expense suffered or incurred by LOM through such action or your failure to make delivery.

Any account that purchases a security without sufficient available funds or margin, may have that purchase cancelled or that security liquidated at LOM's discretion, without notice.

All orders accepted by LOM are good until either executed or canceled on the day of entry, unless a longer period is specified by you. LOM has the right to refuse purchase or sale instructions whenever LOM deems it necessary for its protection without the requirement to communicate such refusal to you; you agree to waive any and all claims against LOM for loss or damage arising from or related to any such refusal. LOM may execute transactions through the counterparty and exchange of its choice when acting as agent in the purchase and sale of securities.

LOM may, but is not obligated to, effect conversions, exercise subscription rights (including warrants), and buy or sell currencies as necessary to reduce debit balances in your Account.

LOM will accept verbal instructions from authorized signatories to execute securities transactions, however requests to transfer assets from an account must be made or confirmed in writing.

### **4. Deposit of Physical or Restricted Securities**

If a security is deposited in physical form, subsequent withdrawals may be limited to physical form only, and may be required to be put back into the same name as it was originally received. At LOM's sole discretion, such securities may be allowed to transfer, but may be charged the higher of 1.5% or \$500 per transfer.

If LOM facilitates the lifting of a restriction on a security, LOM reserves the right to charge a fee of up to 1.5% of market value if that security is subsequently transferred out of the account in any form.

### **5. Other Terms and Conditions**

If your account has a debit card issued against it, additional terms and conditions will apply, including that funds or assets in the amount of the credit limit may be held for up to one month after the cancellation and return of the card.

In connection with this Agreement, LOM is hereby authorized to conduct or cause to be conducted a personal credit investigation.

You warrant and agree that no funds presently invested or to be invested in the future with LOM are the direct or indirect proceeds of any criminal activity.

You understand and agree that for our mutual protection we may electronically record any of your telephone conversations.

You acknowledge that LOM does not provide legal or tax advice, and agree that, to the extent you deem necessary, you will consult with qualified professionals in your own jurisdiction prior to utilizing your LOM account or implementing any financial plan.

Cross Jurisdiction Accounts: In some cases, customers of LOM, may elect to use the services of an account advisor employed by an LOM affiliate in another jurisdiction. In those cases, the following terms will apply: the Customer will be a customer of LOM; the LOM affiliate and the designated account advisor will serve as sub-managers to the customer's account; the account will remain legally domiciled in and governed and construed by the laws of Bermuda; so long as the Account is sub-managed by the LOM affiliate, the Account and its management shall be subject to relevant regulations in both Bermuda and the jurisdiction of the LOM affiliate.

LOM Mutual Funds: You agree that if you purchase an LOM mutual fund or moneymarket fund, you will review and be bound by the Fact Sheet posted on our website (lom.com), and available from your account advisor.

### **6. Authorization To Accept Facsimile And Electronic Mail Instructions**

In consideration of LOM acting in accordance with any facsimile or electronic mail ("e-mail") instructions received from you or any authorized signatories of this Account, you acknowledge and agree, that if any instruction(s) received by LOM purport or appear on their face to have been duly signed by you or any authorized signatory of your Account, or to have been sent via e-mail by you or your authorized agent, such instruction(s) may be treated by LOM as though they had been duly signed by you or an authorized signatory on the account with the authority for and on behalf of you notwithstanding that it may be later established that such instructions were not so authorized. You hereby agree to indemnify and hold harmless LOM and any of its correspondents, affiliates, or agents from or against any or all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses, claims, or disbursements of any kind which may be imposed upon, incurred, or served against LOM, its affiliates, or agents by reason of LOM's acting on such instructions. You irrevocably authorize LOM to debit your Account in respect of all amounts chargeable as a result of LOM receiving and acting on instructions in accordance with this Agreement.

In the case of time sensitive instructions being sent electronically, whether by facsimile or e-mail, you understand that mechanical and other technical difficulties outside of LOM's control may prevent your instruction(s) from being received and acted upon, and that you will indemnify and hold harmless LOM from and against all actions, proceedings, claims, demands, costs, charges, liabilities and expenses whatsoever arising in consequence of the LOM's failure to act on such instructions.

### **7. Custody of Customer Assets**

Unless you otherwise direct in writing, any securities held or carried by LOM for or on your account may at LOM's discretion be kept at any of the places where LOM has a custodian and may be registered in the name of LOM or its nominee. In particular and without prejudice to LOM's right to use other brokers or nominees, LOM may at its discretion contract with Lines Overseas Management Limited ("Lines"), a Bermuda affiliate of LOM, to carry out and discharge securities execution, custody, clearing and administrative functions for and on behalf of LOM.

LOM (or any of its associated companies, including Lines) will from time to time act as principal, underwriter and/or agent with regard to cash or securities transactions that are not executed on listed exchanges. LOM and/or its associated companies and/or its/their officers, directors, employees or other Customers may have positions, or opposite positions, in investments held or purchased or sold for your Account.

Notwithstanding the provisions of paragraph 9 of this Agreement and without prejudice to the right of indemnity or any lien or right of LOM to deal with securities in a Margin Account (as defined in paragraph 9), or other accounts pursuant to the provisions of paragraph 9 of this Agreement, all securities in the Customer's Account shall be held by LOM as trustee on behalf of, to and for the order of that Customer.

Subject to paragraph 9 (if applicable) and the rights of lien which may arise in favour of LOM under this Agreement, LOM declares that the Customer will enjoy a beneficial ownership in (a) securities purchased on its behalf and (b) any free cash balances held by LOM for the account of the Customer and these assets are not to be treated as general assets of LOM. This is so even though securities purchased by LOM on the instruction of the Customer may be in fungible form and free cash balances may not be held in a separate bank account established specifically for the Customer.

## 8. Liens

Without prejudice to all or any rights that LOM may have in common law, LOM has a general and particular lien over securities held in a Customer's Account for all claims and money owing by the Customer to LOM in respect of operation of the Account and for any and all indebtedness to LOM howsoever arising and in whatever Account appearing, including any liability arising by reason of any guarantee by the Customer of the Account of any other person. If your account for any reason becomes indebted to LOM, including holding net negative cash balances (based on market exchange rates), it will be subject to the terms and conditions that apply to Margin accounts, as specified in paragraph 9, until such time that the indebtedness is satisfied.

## 9. Margin Accounts

You agree that if your account is designated a Margin Account, it will be subject to the following terms and conditions:

- A. You understand, agree, approve and acknowledge that loans to enable an account to become overdrawn or to maintain a short position may be provided to LOM by an affiliated company, Lines Overseas Management Limited ("Lines"). Furthermore, certain of the covenants of LOM under this Agreement, including LOM's obligations to operate accounts and hold certain assets in trust as aforesaid, may be carried out by Lines or other third party intermediaries on behalf of LOM. A copy of the relevant parts of the current agreement between LOM and Lines (the "Lines Agreement") containing provisions, inter alia, dealing with such loans and Line's lien over securities held by Lines in a Margin Account operated by Lines for LOM (as the term "Margin Account" is defined in the Lines Agreement) and the effect of such lien is available to the Customer upon request to LOM and you understand, agree, approve and acknowledge that LOM's agreement with Lines or another custodian may subsequently adhere to this form.
- B. You understand and agree that any free cash balances in your account, while properly accounted for on LOM's books, may not be separated from other cash balances held by LOM and Lines, and may be used in the normal conduct of business, and that the customer shall rely on the liability of LOM and Lines in respect thereof. Free credit balances are available to you on demand.
- C. Notwithstanding 9[A] and 9[B], it is understood and agreed that free cash balances of the Customer may be pooled with free cash balances of other margin customers in an account or accounts (which may also contain funds of LOM or other parties) and these funds may be used from time to time by LOM to fund margins for margin customers of LOM. To the extent that such pooled free cash balances are deposited into an identifiable account, the rights of LOM in respect of that account shall be held by LOM in trust for the collective benefit of margin account customers having free cash balances, but only to the extent of the aggregate amount of the free cash balances of all such margin customers.

Furthermore, to the extent that: (a) claims and liens ("the LOM Claims and Liens") arise under this Agreement in favour of LOM as a consequence of margin customers trading on margin, and (b) free cash balances of margin customers have been used to fund margins of other margin customers, the LOM Claims and Liens shall be held by LOM as trustee for the collective benefit of margin account customers whose free cash balances have been so used. LOM shall apply the LOM Claims and Liens and their proceeds against sums owed to LOM or Lines by margin customers only after claims of margin customers *inter se* have been settled in full.

- D. If LOM has been requested or caused to operate a Margin Account (as defined in the Lines Agreement) with Lines as a consequence of which Lines or other custodian exercises any of its rights under its contractual lien against LOM or common law brokers' lien against LOM in respect of securities held in a Lines Account or the account of another custodian (which represents securities held by LOM for the Customer) then the Customer's rights to recover possession of the securities or to obtain damages from LOM for the Customer's failure to obtain possession will be limited and subject to and dependent upon LOM's right to obtain possession of the securities or to the amount of damages which LOM recovers from Lines or such other custodian.
- E. You agree that the Customer shall pay to LOM, on demand any and all indebtedness arising from transactions effected for the Customer's account and shall at all times secure such indebtedness, and maintain such margins and security in connection with the account as LOM shall require, and will promptly meet all margin calls and that any debit balance in the Customer's account shall bear interest at such a rate as LOM shall establish from time to time for its customers generally. You understand and agree that the underlying, individual Customer(s) of the account (including individual beneficial owners) shall remain personally liable for any additional indebtedness not covered by the assets held in the Account.
- F. Without prejudice to all or any rights that LOM may have in common law, LOM has a general and particular lien over securities held in a Customer's Account for all claims and money owing by the Customer to LOM in respect of operation of Margin Account and for any and all indebtedness to LOM howsoever arising and in whatever Account appearing, including any liability arising by reason of any guarantee by the Customer of the Account of any other customer.
- G. LOM's general and particular lien which is exercisable when a Margin Account arises shall include but not be limited to the following rights:
  - i) the right with or without notice or with or without advertisement to sell securities held in the Customer's Account to satisfy debts owing to LOM;
  - ii) to pledge or re-pledge any or all securities held in the Customer's Account with or without notice or with or without advertisement to satisfy such indebtedness. To deliver such securities on sales for other customers of LOM without retaining in LOM's possession securities of the like kind;
  - iii) if a Customer has an interest in more than one Account with LOM, LOM may enter credit or debit balances whether in respect of securities or money to any such Account or Accounts and make such adjustments between such Accounts as LOM may in its sole discretion deem fit;
  - iv) to lend any securities held by LOM for or on your Account either to LOM as broker or to others to raise money thereon and carry the same on LOM's general loans.
- H. The above stated rights of LOM are severable in the event that one or more is unenforceable and such unenforceability of one or more shall not affect the whole.
- I. That whenever LOM deems it necessary for its protection, by reason of insufficiency of margin, arising from the operation of a Margin Account, LOM may at its discretion, without demand of any kind upon or notice to me, and on the stock exchange or commodity exchange where such business is usually transacted or by private sale or purchase as the case may be, buy in any or all securities of which your Account is short and sell any or all securities which LOM is holding or carrying for or on your Account and cancel any outstanding orders. The net proceeds of any such sale, or the securities received on any such purchase shall be applied against your indebtedness to LOM, or to your short position with LOM without prejudice to your liability for any deficiency. No demand, advertisement or other notice given by LOM shall constitute a waiver of LOM's right to take any action authorized under this Agreement without demand advertisement, or notice.

## 10. Special Risks Disclosure and Indemnity

### A. Sophisticated Investor

If you request your account to be a Margin Account, or employ any of the following strategies – trading on margin, selling securities short, trading derivatives or purchasing restricted, illiquid or non-listed securities - you must be a sophisticated investor. You agree that you will not employ any of these strategies unless you are a sophisticated investor, that the funds in your account represent risk capital, and that you have significant experience in any of the trading strategies you may agree to employ in your account.

### B. Special Risks Associated with Margin Trading, Short Selling, and Derivatives

You hereby acknowledge that the risk of loss when using leverage in trading on margin and selling securities short, and in investing in commodity or financial futures, foreign exchange contracts, securities or index contracts and options thereon and any other investment transaction(s) which you may request LOM to enter into on your behalf can be substantial and that this fact has been duly brought to your attention. You understand the nature of such investment(s) and have carefully considered whether such investments are suitable for you in the light of your circumstances and financial resources. You confirm that you are able, financially and otherwise, to assume the risks of such trading. You recognize that guarantees of profit or freedom from loss are impossible and inappropriate in such trading and acknowledge that you have received no such guarantees from LOM or from any LOM officers or employees and have not entered into this agreement in consideration of or reliance upon any such guarantees or similar representations.

You understand the special risks related to trading futures, options and other derivatives, and that the amount of initial margin is small relative to the value of the underlying contract, so that transactions are 'leveraged'. A relatively small market movement will have a proportionately larger impact on the funds deposited or that may have to be deposited, which may work against you as well as in your favor. You are aware that the risks include the possibility of substantial or total loss, or that losses may exceed the value of your account requiring additional funds to be deposited. Risk reducing strategies such as stop loss orders may not be effective under certain market conditions. You understand and accept that this statement does not disclose all the potential risks associated with derivatives trading.

### C. Special Risks Associated with Restricted, Illiquid or Non-Listed Securities

You understand that if you purchase a security that is not listed on an exchange, or a security that is subject to exchange approval, or mandated restriction regarding sale, transferability, escrow or hold periods, then there may be no market available to sell the security, and that the terms or nature of the restriction may change without notice. Further you understand that the security may never be listed on an exchange, and there is risk of loss of the entire investment. You also understand that market prices indicated on valuation statements for such securities do not necessarily represent a true or realizable value; LOM makes no undertakings or warranties as to the implied value or marketability of any such securities.

### D. Indemnity

You acknowledge and agree to indemnify and hold harmless LOM and any of its correspondents, affiliates, or agents from or against any or all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses, claims or disbursements resulting in any way from investments in such securities and strategies as described above.

## 11. Account Statements and Communications

### A. General

LOM provides regular account statements to customers via two methods. Customers may choose to receive "LOM Client Statements" for their accounts by mail or via the Internet. Customers may choose one delivery method only.

LOM intends the information contained in the Client Statements to be accurate and reliable; however, errors sometimes occur. Therefore, LOM disclaims any warranty of any kind, whether express or implied, as to any matter whatsoever relating to such information. In particular, the actual price at which an order is executed shall be binding notwithstanding the fact that an erroneous report is given to you. An order that was executed, but in error reported as not executed, shall be binding. LOM retains the right to enter pricing, trade, and reconciliation adjustments to your account as necessary and appropriate.

The information contained in your Client Statement is for your use only and you shall not disseminate this information or cause others to place reliance upon it without LOM's prior written consent.

Every transaction indicated or referred to in any notice, statement, confirmation or other communication and every statement of account shall be deemed and treated as authorized and correct as ratified and confirmed by you unless LOM shall receive written notice to the contrary within 15 days from the time such notice, statement, confirmation or other communication is forwarded by LOM to you or your authorized agent; all notices and communications to you may be effectively given by mailing same by ordinary post addressed to you or your agent at the address as it appears from time to time on LOM's records, or by facsimile or electronic mail if requested by you or your agent. That notice, if posted, shall be deemed received seven days from the date of postmark.

That if requested by you that statements be held, every transaction in your Account shall be deemed and treated as authorized and correct as ratified and confirmed by you unless LOM shall receive from you written notice to the contrary within 30 days from the date of the transaction. You agree that it is your sole responsibility to request and review transaction summaries on a regular basis in order to meet the 30-day deadline.

Accounts receiving mailed statements will be provided with a statement quarterly, and in the interim months only if the account had activity other than interest postings.

LOM will provide Customers with written confirmations of individual securities transactions on request. LOM will maintain records of all account transactions for a minimum of 5 years, and will make copies available to Customers upon proper request.

### B. Online Statement Access

By choosing the Internet delivery option and using LOM Online Statement Access to view your LOM Client Statement, you agree to the following:

- that it is your sole responsibility to access and review your account on a regular basis, and that you agree to do so at least once per month.
- that this service takes the place of having monthly statements mailed to you, and that at anytime you can choose to cancel your online access in favour of mailed statements.
- that you will be deemed to have accessed and reviewed your account on a monthly basis. If for any reason you are unable to do so, you will notify LOM immediately so that a statement can be delivered by other means.

You accept that changes, delays, and reconciliation adjustments in your LOM Client Statement may occur due to the recent nature of the information available via LOM Online Statement Access, and acknowledge that statements dated as of each month end (as produced 3 or more business days after each month end) shall override any interim statements to the extent of any inconsistencies.

You acknowledge that the use of the internet is for our mutual benefit; the service provided shall not be used to impose liability for consequential damages or in any way increase the liability of either in the event of a failure to perform its obligations beyond what it would have incurred if these documents had not been delivered via the Internet.

LOM has sought to ensure that its electronic communications are secure according to industry standards. However, LOM cannot guarantee the delivery, security, timeliness, confidentiality, and compatibility or completeness of communication by Internet. Accordingly you acknowledge that LOM shall not be liable for: (i) any loss or damage suffered by you; and (ii) without limiting the generality of the foregoing, any loss of profits, revenues, or contracts, or any indirect, consequential, incidental damages howsoever caused or arising, incurred by you or any other, related to the transmission of documents via the Internet.

Every transaction in your Account shall be deemed and treated as authorized and correct as ratified and confirmed by you unless LOM shall receive written notice to the contrary within 15 days from the last day of the calendar month in which it is posted. It is your sole responsibility to request and review transaction summaries on a regular basis in order to meet the 15 day notice period.

## **12. Fees, Commissions and Interest**

You agree to pay all costs associated with or incurred by the account, including LOM's commissions and fees, as they exist from time to time or are agreed to, as they apply to your Account, the transactions you enter into, and the services you receive. A current schedule of standard fees and commissions is available on request, and may be changed without notice.

You agree that LOM reserves the right to charge your Account an annualized administration fee of up to 0.5% of Net Account Market Value, in arrears, upon the closing of an account that has generated little or no fees or commissions, in order to recoup costs related to the maintenance of the account and custody of assets.

You agree to indemnify LOM and its counterparties for legal fees and expenses directly related to the structuring, support and/or defense of your account or the assets contained therein, and for fees and expenses related to any regulatory enquiry, legal action, litigation, or dispute, whether such situations occurs or are anticipated. LOM shall be entitled to charge your Account for such fees without further notice. Such fees may include, but are not limited to, seeking a suitable counsel's opinion in advance of a transaction; asking counsel for a legal opinion in respect of restricted stock; or costs incurred in order to defend LOM or the Account as a result of an action ordered by you, including buying or selling a security. LOM will provide copies of all invoices on request.

You agree that in instances where you are proposing to deliver out assets held within the Account and LOM is aware that action by regulatory authorities or litigation has been entered into or may reasonably be anticipated as a result of a transaction occurring in the Account(s), such that the amount remaining in the Account after such delivery may be insufficient to cover LOM's reasonably anticipated costs (including legal fees) then LOM shall be entitled to withhold a reasonable sum to cover such costs. Such a withholding by LOM shall be for a period of time as is reasonably necessary to resolve the regulatory or litigation issues and LOM may place any amounts garnered from you in cash and into a separate account, and shall pay you the remaining balance after the noted issues are resolved. Furthermore, you agree that where such anticipated or actual actions relate to a specific asset in the Account, that asset may not be transferred out of the Account until the matter is resolved.

You understand that the daily debit balance in your Account shall be charged with interest at a rate published by LOM from time to time or agreed between the Customer and LOM, and the "Cash" accounts incurring debits will be charged a higher "penalty" rate of interest. The published rate is subject to change without prior notification.

## **13. Indemnities**

LOM, its affiliates, and agents, shall not be liable for any act, omission, error of judgement or loss suffered by you in connection with this Agreement save where such results from actual fraud or willful misconduct on the part of LOM of its duties hereunder, such having first been determined and adjudged in accordance with the terms hereafter stated in paragraphs 14 and 16. You acknowledge and agree to indemnify and hold harmless LOM and any of its correspondents, affiliates, or agents from or against any or all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses, claims or disbursements resulting in any way from performance or non-performance of its duties hereunder save where such arises as above described.

That if you authorize a third party to exercise any control over the Account, including but not limited to Powers of Attorney, Trading Authorization, or Discretionary Management, that you will hereafter indemnify, keep indemnified and hold harmless LOM from and against all actions, proceedings, claims, demands, costs, charges, liabilities and expenses whatsoever arising in consequence of the LOM's reliance on the authorization and the actual and apparent authority thereby conferred on the third party, provided however that this indemnity shall be limited to actions proceedings, claims, demands, costs, charges, liabilities and expenses arising in consequence of acts of the third party taken prior to receipt by LOM of written notice of the revocation of the authorization.

## **14. Grievances**

Any question or difference which may arise concerning the construction meaning or effect of this Agreement or concerning the rights and liabilities of the parties hereunder or any other matter arising out of or in connection with this Agreement shall be referred to a single arbitrator in Bermuda, to be agreed between the parties provided however that this provision will not be construed to oust the jurisdiction of the Courts of Bermuda in relation to proprietary rights of Customers in respect of Accounts. Failing such agreement within thirty days of the request by one party to the other that a matter be referred to arbitration, such reference shall be to an arbitrator appointed by the Senior Partner of a major accounting firm in Bermuda. The decision of such arbitrator shall be final and binding upon the parties.

## **15. General**

This Agreement shall enure to the benefit of and shall be binding upon LOM and the customer and their respective personal representatives, heirs, liquidators, successors and assigns. This Agreement shall survive and remain in effect notwithstanding any incidental, temporary or intermittent closing out, reopening or renumbering of any Account.

No action taken by LOM nor any failure to take action or exercise any right, remedy or power available under this Agreement or otherwise shall be deemed to constitute a waiver or other modification of any of LOM's rights, remedies or powers. This Agreement is subject to modification only by a further agreement in writing between LOM and the customer.

All investment decisions are made solely by the customer. Notwithstanding anything in this Agreement, LOM accepts no responsibility whatsoever for and shall in no circumstances be liable to the Customer in connection with such decisions. Use of the words "trust" and "trustee" within this Agreement apply only to the role of LOM and its affiliates as custodian.

You may close your Account at any time by providing written notice. LOM may close your Account at any time for any reason. Closing the Account will not affect the rights and obligations of either party incurred prior to the date the Account is closed. You will reimburse LOM for the cost of collection of any debit balance or deficiency in connection with any of your Accounts including reasonable attorney's fees and court costs. LOM will retain the authority to complete any transaction that may be pending at the time your Account is closed, without regard to the reason for the Account being closed.

LOM may assign its rights and duties under this Agreement to any of its subsidiaries or affiliates without prior notice; or to any other entity upon prior notice to you.

You understand and agree that the terms and conditions that your account are subject to may change from time to time, as published by LOM. Notice of amendments to this agreement may be made either by delivery of notice to any address, facsimile number or electronic email address which appears on LOM records; or by noting on LOM Client Statements, whether statements are delivered by mail, fax, email, or Online Access.

The headings of each provision of this Agreement are for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

The above stated rights of LOM are severable. In the event that one or more is unenforceable, such unenforceability shall not affect the whole.

## **16. Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Bermuda, and the customer hereby irrevocably agrees that any legal suit, action or proceeding brought by him against LOM shall be brought in the courts of Bermuda. The customer hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgement thereof, provided that nothing herein shall limit LOM's right to bring proceedings against the customer elsewhere.

**LOM Securities  
Identity Verification Form  
(Form IVF)**

This form must be completed for each beneficial owner and signatory of an LOM account, including individuals named on Powers of Attorney and Trading Authorizations. The information requested is required under Anti-Money Laundering regulations. Please copy this form as necessary to complete for each relevant individual.

<b>Full Name</b>		
<b>Residential Street Address (no PO Boxes)</b>		
<b>City / State / Province</b>	<b>Country &amp; Postal Code</b>	<b>Contact Phone</b>
<b>Nationality/Citizenship</b>	<b>Date of Birth</b>	<b>Place of Birth</b>
<b>Occupation / Position</b>		<b>Length of Employment</b>
<b>Employers Name and Full Address</b>		<b>Employers website (if applicable)</b>
<b>If Self-Employed, describe the nature of your business:</b>		
<b>Q. Have you ever been convicted of an indictable offence, fraud, or any other criminal offence? (if yes, provide details)</b>		
<b>Q. Have you ever had an investment account application refused/account closed by a bank or other financial institution?</b>		
<b>Q. Have you ever been convicted of a securities related offence, or entered into an agreement with a securities regulator as a result of a regulator's allegations? (if yes, provide details)</b>		
<b>Q. Are you a director or officer of a public company? (if yes, provide details)</b>		
<b>Name and address of the financial institution supplying your reference:</b>		
<b>Please attach:</b> _____ <b>Notarized copy of your valid passport/photo ID</b>  _____ <b>Bank Reference for an account in your name, open for one year or more</b>  <b>(Note: if reference does not confirm residential address, please also provide a utility bill or other acceptable verification of address. References and utility bills should be recently dated.)</b>		
<b>I CERTIFY THAT THE INFORMATION PROVIDED BY ME IN THIS DOCUMENT IS TRUE AND CORRECT, AND I AGREE TO ADVISE LOM SECURITIES IMMEDIATELY OF ANY CHANGE TO THIS INFORMATION .</b>		
<p style="text-align: center;"><b>Signed</b> _____</p> <p style="text-align: center;"><b>Date</b> _____</p>		

**LOM Securities  
Customer Margin Account Agreement  
Derivatives Authorization  
and  
Sophisticated Person Status Confirmation**

Sophisticated customers wishing to trade on margin, sell securities short, and trade derivatives, must sign this agreement to operate as a designated margin account, subject to the approval of LOM management.

**LOM Account Name** \_\_\_\_\_ **LOM Account Number** \_\_\_\_\_

**In entering into this Agreement, the Customer hereby agrees as follows:**

1. Throughout this agreement, the words “I”, “my”, “me”, and “Customer” refer to the holder of one or more accounts with LOM Securities (Bermuda) Limited, LOM Securities (Cayman) Limited or LOM Securities (Bahamas) Limited (“LOM”), whether an individual, group of individuals, company, trust, or other related entity.
2. **By entering into this agreement, I understand that my account will be designated a Margin Account.** This agreement will supercede any conflicting provisions that may exist in previous agreements, to the extent of any inconsistency.
3. Notwithstanding the provisions of paragraphs 4 - 11 of this Agreement and without prejudice to the right of indemnity or any lien or right of LOM to deal with securities in a Margin Account or other accounts pursuant to the provisions of paragraphs 4 - 11 of this Agreement, all securities in the Customer’s Account shall be held to and for the order of that Customer.
4. I understand, agree, approve and acknowledge that loans to enable an account to become overdrawn or to maintain a short position may be provided to LOM by an affiliated company, Lines Overseas Management Limited (“Lines”). A copy of the relevant parts of the current agreement between LOM and Lines (the “Lines Agreement”) containing provisions, inter alia, dealing with such loans and Lines’ lien over securities held by Lines in a Margin Account operated by Lines for LOM (as the term “Margin Account” is defined in the Lines Agreement) and the effect of such lien is available to the Customer upon request to LOM and I understand, agree, approve and acknowledge that LOM’s agreement with Lines or another custodian may subsequently adhere to this form.
5. I understand that in order to operate a Margin Account, I must meet minimum criteria to be considered a Sophisticated Person, as defined in section 14 of this agreement. I declare myself to be a sophisticated investor, that the funds in my account represent risk capital, and that I have significant experience in any of the trading strategies I may agree to employ in my account.
6. If LOM has been requested or caused to operate a Margin Account (as defined in the Lines Agreement) with Lines as a consequence of which Lines or other custodian exercises any of its rights under its contractual lien against LOM or common law brokers’ lien against LOM in respect of securities held in a Lines Account or the account of another custodian (which represents securities held by LOM for the Customer) then the Customer’s rights to recover possession of the securities or to obtain damages from LOM for the Customer’s failure to obtain possession will be limited and subject to and dependent upon LOM’s right to obtain possession of the securities or to the amount of damages which LOM recovers from Lines or such other custodian.
7. The Customer shall pay to LOM, on demand any and all indebtedness arising from transactions effected for the Customer’s account and shall at all times secure such indebtedness, and maintain such margins and security in connection with the account as LOM shall require, and will promptly meet all margin calls and any debit balance in the Customer’s account shall bear interest at such a rate as LOM shall establish from time to time for its customers generally. I understand that the individual beneficial owner(s) of the account will remain personally liable for any additional indebtedness not covered by the assets held in the Account.
8. Without prejudice to all or any rights that LOM may have in common law, LOM has a general and particular lien over securities held in a Customer’s Account for all claims and money owing by the Customer to LOM in respect of operation of Margin Account and for any and all indebtedness to LOM howsoever arising and in whatever Account appearing, including any liability arising by reason of any guarantee by the Customer of the Account of any other person.
9. LOM’s general and particular lien which is exercisable when a Margin Account arises shall include but not be limited to the following rights:
  - a) the right with or without notice or with or without advertisement to sell securities held in the Customer’s Account to satisfy debts owing to LOM;
  - b) to pledge or re-pledge any or all securities held in the Customer’s Account with or without notice or with or without advertisement to satisfy such indebtedness. To deliver such securities on sales for other customers of LOM without retaining in LOM’s possession securities of the like kind;
  - c) if a Customer has an interest in more than one related Account with LOM or LOM affiliate, LOM may enter credit or debit balances whether in respect of securities or money to any such Account or Accounts and make such adjustments between such Accounts as LOM may in its sole discretion deem fit;
  - d) to lend any securities held by LOM for or on my Account either to LOM as broker or to others to raise money thereon and carry the same on LOM’s general loans.
10. The above stated rights of LOM are severable in the event that one or more is unenforceable and such unenforceability of one or more shall not affect the whole.
11. That whenever LOM deems it necessary for its protection, by reason of insufficiency of margin, arising from the operation of a Margin Account, LOM may at its discretion, without demand of any kind upon or notice to me, and on the stock exchange or commodity exchange where such business is usually transacted or by private sale or purchase as the case may be, buy in any or all securities of which my Account is short and sell any or all securities which LOM is holding or carrying for or on my Account and cancel any outstanding orders. The net proceeds of any such sale, or the securities received on any such purchase shall be applied against my indebtedness to LOM, or to my short position with LOM without prejudice to my liability for any

deficiency. No demand, advertisement or other notice given by LOM shall constitute a waiver of LOM's right to take any action authorized under this Agreement without demand advertisement, or notice.

**12. Understanding of Special Risks**

I hereby acknowledge that the risk of loss when using leverage in trading on margin and selling securities short, and in investing in commodity or financial futures, foreign exchange contracts, securities or index contracts and options thereon and any other investment transaction(s) which I may request you to enter into on my behalf can be substantial and that this fact has been duly brought to my attention. I understand the nature of such investment(s) and I have carefully considered whether such investments are suitable for me in the light of my circumstances and financial resources. I confirm to you that I am able, financially and otherwise, to assume the risks of such trading. I recognize that guarantees of profit or freedom from loss are impossible and inappropriate in such trading and I acknowledge that I have received no such guarantees from you or from any of your officers or employees and have not entered into this agreement in consideration of or reliance upon any such guarantees or similar representations.

I understand the special risks related to trading futures, options and other derivatives, and that the amount of initial margin is small relative to the value of the underlying contract, so that transactions are 'leveraged'. A relatively small market movement will have a proportionately larger impact on the funds deposited or that may have to be deposited, which may work against me as well as in my favor. I am aware that the risks include the possibility of substantial or total loss, or that losses may exceed the value of my account requiring additional funds to be deposited. Risk reducing strategies such as stop loss orders may not be effective under certain market conditions. This statement does not disclose all the potential risks associated with derivatives trading.

I acknowledge and agree to indemnify and hold harmless LOM and any of its correspondents, affiliates, or agents from or against any or all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, claims or disbursements resulting in any way from investments in such securities and strategies as described above.

**13. Derivatives Trading Authorization**

Is the account authorized to trade **derivatives**?       Yes       No

**14. Confirmation of Sophisticated Person Status (must check one)**

The undersigned certifies that the customer is a Sophisticated Person, as defined in the Bermuda Investment Business (Client Money) Regulations 2004 ("the Regulations"), and meets the criteria checked below (check those that apply – must check at least one):

*Individual Accounts:*

(a) The account owner is a "high income private investor" (an individual who has had a personal income in excess of \$200,000 in each of the two years preceding the current year, or has had a joint income with that person's spouse in excess of \$300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current year.)

(b) The account owner is a "high net worth private investor" (an individual whose current net worth or joint net worth with that person's spouse exceeds \$1 million, where net worth means the excess of total assets at fair market value over total liabilities.)

*Corporate Accounts:*

(c) The company has total assets in excess of US\$5 million.

(d) Each shareholder of the company falls within one of the criteria noted herein (except criteria 'e').

(e) The company is collective investment scheme approved by the Bermuda Monetary Authority.

*Trust and Partnership Accounts:*

(f) The trust or partnership has total assets in excess of US\$5 million.

(g) The trust beneficiaries (or partnership members) all fall within one of the criteria noted in herein (except criteria 'e').

By signing this agreement, the noted account will be designated a Margin Account and a Sophisticated Person. **I understand and agree that my money will not be subject to the protections conferred by the Regulations**, and that as a consequence my money will not be segregated from the money of the investment provider, and may be used by the investment provider in the course of its business. A copy of the Regulations are available on request.

***Authorized Account Signatory:***

\_\_\_\_\_  
Print Name (and Title if appropriate)

\_\_\_\_\_  
Signature

***FOR LOM USE***

\_\_\_\_\_  
Management Approval

\_\_\_\_\_  
Date

## Margin Disclosure Statement

Your brokerage firm is furnishing this document to you to provide some basic facts about purchasing securities on margin, and to alert you to the risks involved with trading securities in a margin account. Before trading stocks in a margin account, you should carefully review the margin agreement provided by your firm. Consult your firm regarding any questions or concerns you may have with your margin accounts.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from your brokerage firm. If you choose to borrow funds from your firm, you will open a margin account with the firm. The securities purchased are the firm's collateral for the loan to you. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, the firm can take action, such as issue a margin call and/or sell securities or other assets in any of your accounts held with the member, in order to maintain the required equity in the account.

It is important that you fully understand the risks involved in trading securities on margin. These risks include the following:

You can lose more funds than you deposit in the margin account. A decline in the value of securities that are purchased on margin may require you to provide additional funds to the firm that has made the loan to avoid the forced sale of those securities or other securities or assets in your account(s).

The firm can force the sale of securities or other assets in your account(s). If the equity in your account falls below the firm's "house" requirements, the firm can sell the securities or other assets in any of your accounts held at the firm to cover the margin deficiency. You also will be responsible for any short fall in the account after such a sale.

The firm can sell your securities or other assets without contacting you. Some investors mistakenly believe that a firm must contact them for a margin call to be valid, and that the firm cannot liquidate securities or other assets in their accounts to meet the call unless the firm has contacted them first. This is not the case. Most firms will attempt to notify their customers of margin calls, but they are not required to do so. However, even if a firm has contacted a customer and provided a specific date by which the customer can meet a margin call, the firm can still take necessary steps to protect its financial interests, including immediately selling the securities without notice to the customer.

You are not entitled to choose which securities or other assets in your account(s) are liquidated or sold to meet a margin call. Because the securities are collateral for the margin loan, the firm has the right to decide which security to sell in order to protect its interests.

The firm can increase its margin requirements at any time and is not required to provide you advance written notice. These changes in firm policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause the member to liquidate or sell securities in your account(s).

You are not entitled to an extension of time on a margin call. While an extension of time to meet margin requirements may be available to customers under certain conditions, a customer does not have a right to the extension.