

**Date:** \_\_\_\_\_ **Account number (if known):** \_\_\_\_\_

**Account Name(s):** \_\_\_\_\_

In connection with the 'Acceptance Letter – Conditions of Business' Agreement dated \_\_\_\_\_, I/We (the "Customer") hereby request and authorize MCB Stockbrokers ("MSL") to receive, at the Customer's own risk, orders and instructions from time to time ("Instructions") from the Customer by way of non face-to-face transmission methods including without limitation by post, fax, telephone, e-mail, telex or through the iNet service of the Stock Exchange of Mauritius ("SEM"), and MSL agrees to act upon such Instructions subject to the following terms:

1. The Customer understands and agrees that the use of the SEM iNet service requires additional formalities and that email Instructions must originate from any of two pre-agreed email addresses.
2. The Customer consents to the recording of telephone conversations between the Customer and MSL with or without the use of a warning tone. Such recording shall be MSL's sole property.
3. The Customer agrees that he has been informed and is perfectly aware of risks inherent to non face-to-face transmission methods, including without limitation delays and errors in transmission or payment, incomprehension, absence of confidentiality, transmission by unauthorised persons, embezzlement, and misappropriation of information.
4. The Customer agrees to assume full responsibility for all actions taken by MSL, its correspondents and agents in accordance with the Instructions purporting or appearing on their face to have been received from the Customer. The Customer agrees that if any Instruction purport or appear on their face to have been signed by the Customer, such Instruction may be treated by MSL as if it has been duly signed by the Customer or the Authorised Third Party of the Customer with the authority and on behalf of the Customer, notwithstanding that it may later be established that such Instruction were not so signed. The copy or recording of the Instruction (as the case may be) shall constitute the irrevocable evidence of the Instruction.
5. Any action taken in good faith by MSL or any of its correspondents or agents under or in connection with such Instructions shall be binding on the Customer without any resulting liability to MSL, its correspondents or agents.
6. The Customer releases MSL from any liability or claim for failure to act or execute any Instruction due to any reason beyond MSL's control.
7. The Customer agrees to indemnify and hold harmless MSL and any of its correspondents or agents from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, disbursements of any kind or nature whatsoever which may be imposed upon, incurred by, or served against MSL, its correspondents and agents by reasons of MSL's actions in accordance with the Instructions.
8. This Agreement shall continue in effect unless terminated by either party by written notice delivered to the other party at its respective address, provided however that, in the case of the Customer, this Agreement will not be terminated until the Customer receives written confirmation from MSL to this effect.
9. The present terms and conditions are in addition to and not in derogation of any other terms and conditions that may from time to time govern all or any part of the relationship between MSL and the Customer. In the event of any inconsistency between this Agreement and the provisions of the 'Acceptance Letter – Conditions of Business' Agreement, the provisions of the 'Acceptance Letter – Conditions of Business' Agreement shall prevail on all parties hereto.

Signature: (1) \_\_\_\_\_

Name: (1) \_\_\_\_\_

Signature: (2) \_\_\_\_\_

Name: (2) \_\_\_\_\_