

# Power of Attorney & Indemnity

If you want to appoint a 3<sup>rd</sup> party to give instructions on the account

Full Names & Surname	
ID number	
Telephone number	
Mobile number	
Fax number	
E-Mail address	
Postal address	
Physical address	

In this document, the following words shall have the following meanings:

1. **Client** is specified as in the "Schedule: Client details"
2. **Attorney** is the attorney as specified above
3. **Effective date** means the date of signature of this power of attorney
4. **Courtneycap** is Courtney Capital Management Pty Ltd Reg.nr 2008/015963/07
5. **Account** is the client's investment account, the number available from Courtneycap
6. **Contract** is Courtneycap's terms and conditions for its services and product offering to the client, included in, but not limited to, the service level agreement and the investment management agreement and the schedules thereto.

**Appointment** – The **client hereby appoints the attorney**, with effect from the effective date, to be his/her agent and attorney to act in the name of the client and on the client's behalf in relation to the account and all matters pursuant thereto.

**Authorisation** – The attorney is **authorised to operate the account** in the name of the client in accordance with the contract and without limitation to the generality of this appointment, the attorney is authorised to give instructions to place trades, orders and give all other trading instructions in connection with the operation of the account.

**Indemnity** – The client agrees to ratify and confirm any and all acts and omissions of the Attorney in relation to the operation of the account made on or after the effective date and each of the client and Attorney jointly and severally agrees to **indemnify Courtneycap** and its shareholders, directors, officers, employees, agents or representatives (and each of their respective heirs, executors, legal representatives, successors and assigns) against all costs, expenses or losses (including all legal costs and expenses on an attorney and own client basis) arising from any trade, trading instruction, act or omission by the attorney or the client in common herewith, including without limitation any violation of any law by either of them.

**Agreement to pay** – The client further agrees to pay to the Courtneycap an amount equal to any debit balance on the account and any other **monies due** to the Courtneycap in accordance with the contract.

