

# Indemnity Agreement



I/We \_\_\_\_\_

hereafter referred to as the ("Customer") hereby request and authorise AXYS Stockbroking Ltd ("ASL") to receive, at the Customer's own risk, orders and instructions by way of non face-to-face transmission methods including without limitation by:

<b>Post</b>	Yes	<input type="radio"/>	No	<input type="radio"/>	<b>Facsimile (Fax)</b>	Yes	<input type="radio"/>	No	<input type="radio"/>
<b>Telephone</b>	Yes	<input type="radio"/>	No	<input type="radio"/>	<b>Short Message Service (SMS)</b>	Yes	<input type="radio"/>	No	<input type="radio"/>
<b>Email</b>	Yes	<input type="radio"/>	No	<input type="radio"/>	<b>Internet Based Means</b>	Yes	<input type="radio"/>	No	<input type="radio"/>

upon which ASL agrees to act upon subject to the following terms:

1. The Customer consents to the recording of telephone conversations between the Customer and ASL with or without the use of a warning tone. The recording shall be ASL's sole property.
2. The Customer agrees he has been informed of and is aware of risks inherent from non face-to-face communication, including delays and errors in transmission or payment, incomprehension, absence of confidentiality, transmission by unauthorized persons, embezzlement, and misappropriation of information.
3. The Customer agrees to assume full responsibility for all actions taken by ASL, its correspondents and agents in accordance with the instructions appearing on their face to have been received from the Customer. The Customer agrees that any instructions appearing to have been signed by the Customer, may be treated by ASL as if it has been duly signed by the Customer or the Authorised Signatory of the Customer, notwithstanding it may later be established that such instructions were not so signed. The copy of the instructions shall constitute irrevocable evidence of the instructions.
4. Any action taken in good faith by ASL 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 ASL, its correspondents or agents.
5. The Customer releases ASL from any liability or claim for failure to act or execute any instructions due to any reason beyond ASL's control.
6. The Customer agrees to indemnify and hold harmless ASL 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 ASL, its correspondents and agents by reasons of ASL's actions in accordance with the instructions.
7. This Agreement shall remain in effect unless terminated by either party by written notice delivered to the other party provided that, in the case of the Customer, this Agreement shall not be terminated until the Customer receives written confirmation from ASL.

**Signature:** \_\_\_\_\_

**Full Name:** \_\_\_\_\_

**Date:**            /        /  
\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Full Name:** \_\_\_\_\_

**Date:**            /        /  
\_\_\_\_\_