

Your representations and warranties

11. You represent and warrant that:
- a. you have read and understood all documentation provided by us to you in relation to the services provided by us including, without limitation, any Financial Services Guide;
 - b. you are not a person with whom we are not lawfully entitled to deal pursuant to any statute, law, rule or regulation and that all dealings by you with us or requested to be done by us on your behalf are and will be lawful;
 - c. all information supplied on the Form or otherwise to us is true, complete and accurate in all respects; and
 - d. you are authorised to give us the instructions in the Form.

Our representations and warranties

12. Apart from any warranties and representations responsibilities which are implied by law and cannot be excluded, we make no warranties or representations in relation to any service or information provided or made available to you.

Indemnity

13. You must, to the maximum extent permissible by law, in addition to your other obligations and responsibilities under this document, at all times and from time to time indemnify us and our directors, officers, contractors, agents and employees (each an Indemnified Person) and hold them harmless from and against all liabilities, costs, claims, damages, proceedings and losses arising from or in connection with
- a. any order placed by you or trade transmitted by you through us;
 - b. any failure by you to perform or observe any of your obligations under this document;
 - c. any representation or warranty made or given by you under this document proving to be untrue or incorrect; and
 - d. any error, omission, fraud, malfeasance, negligence, misappropriation or criminal act or omission by you or by any of your clients, employees, agents, consultants.

Termination

14. You acknowledge that this document relates to instructions by you to enter into a single transaction only and terminates when our settlement obligations to each other relating to the transaction have been settled. Each indemnity in this document survives the termination of this document.

Governing law

15. This document is governed by the laws of the State of New South Wales and you submit to the jurisdiction of the Courts of that State in relation to any claim or dispute arising out of the performance of this document.

Deceased Estates

16. I Agree that:
- a. Probate or Will and Death Certificate has been issued in respect of the Estate and I attach a copy of the Probate or Will and Death Certificate. I am entitled to administer the Estate as executor, including by providing instructions to you in respect of the securities set out in the 'Holding & Registration Details' section of this application.
 - b. I am the executor of the Estate identified mentioned in the 'Holding & Registration Details' section of this application.
 - c. I instruct OpenMarkets to transfer the securities set out in the 'Holding & Registration Details' section of this application currently registered in the Deceased Estate to my CHESSE sponsored account with OpenMarkets and for the purpose of this transfer to register the securities in my name.