

LANKA SECURITIES (PVT) LIMITED
REQUEST FOR INTERNET TRADING FACILITY

PART -1

Office use

Ref. No:	
IA Code:	
User ID:	

CDS account No:

Name of the Account:

Telephone/Mobile: Office : **Personal:**

E-mail address: Office: **Personal:**

.....
Account Holder

.....
1st Joint Holder

.....
2nd Joint Holder

Date:

*Delete accordingly

I/We hereby authorize Mr/Mrs(joint holder /beneficial owner/fund manager) bearing ID no..... to operate my/our CDS account and agree and indemnify you at all times against losses, claims, damages and or expenses which may be incurred or sustain by you in consequence of or incidental to the transactions of my/our CDS account.

Important

- The third party authorization will be applicable only in the following instances.
 - In respect of joint CDS Accounts with the consent of the respective joint account holder/s where the consent is renewed annually.
 - In respect of CDS Accounts where the beneficial owner would be the same (Eg: clients individual CDS Account and a company CDS Account in which the Client is the beneficial owner).
 - In respect of Fund Managers of Unit Trusts Managing Companies and Investment Management Companies registered with the SEC managing either more than one fund or investor accounts.
- Lanka Securities (Pvt) Limited will not be liable for any unauthorized use of the password by third parties or for any unauthorized order or trade executed via internet trading facility and for any accidental and/ or erroneously executed trades via internet trading facility.
- All the trades via internet trading facility shall be subject to Stockbroker Rules of the Colombo Stock Exchange and the Rules of the Central Depository Systems.

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Account Holder

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User

.....
Date

Office use

IA Signature:

Checked By:

Approved by:

Processed by:

Date:

PART-2

AGREEMENT FOR ONLINE AND OR INTERNET BASED TRADING OF LISTED SECURITIES (STOCKS AND OTHER INSTRUMENTS Lanka Securities (Private)

This Agreement is made and entered into AT THE REQUEST AND APPLICATION OF THE CLIENT (defined later) on this day of(month) Two Thousand and Twenty(202..) at Colombo in the Democratic Socialist Republic of Sri Lanka (hereinafter "Sri Lanka")

(1) Parties

- 1.1 **Lanka Securities (Private) Limited, (hereinafter referred to as "the Stockbroker")**, (PV No4862), being Party of One Part and the Address of Notices being 3rd Floor, M@M Veranda Offices, No 34, W A D Ramanayake Mawatha, Colombo 2- Sri Lanka
- 1.2**(name of the Client) Account No** (hereinafter sometimes referred to as "the Client" which mean **its** successors and permitted assigns) and or Executors, heirs and Administrators. **of the Other Part**

Witnesseth

- (2) **Definitions: (a)** "Internet Trading Facility" shall mean the extension of the Order Management System (OMS) and the third-party application platform, which provides the Clients the ability to transact via the internet. (b) "Internet Trading Infrastructure" (ITI) shall mean the computer hardware, computer communication network and security protocols used to support and ensure reliability of the Application Systems.

(3) The presentations, The Terms and Conditions, Undertakings and Declarations of the Parties

- 3.1 The Client/s affirm to Stockbroker of his/their/its overall capacity and competence in terms of knowledge, awareness, conversance, experience, versatility, and technical dexterity to comprehend and execute all processes of operations involved and accordingly carry out, without error, transactions of securities via the Internet Trading Facility and also have the **minimum** system specifications required for the purpose. The client affirms that Stockbroker has satisfied itself of clients' capacity on the information furnished by him/them/it
- 3.2 The Client/s acknowledge of the responsibility of ensuring the safety, security, and confidentiality of Usernames and Passwords and the need to refrain from sharing and or disclosing them to with any other.
- 3.3 Where and when a common user ID has been allocated by the Stockbroker with due approvals, subject to a Declaration by the Client, onus will be on the Client/s to maintain proper records to ascertain as to who accessed, at what times, and during what periods, and the specific transactions performed each, and everyone so accessed.
- 3.4 The client/s shall be solely responsible for all orders entered and transactions done by any person whosoever using client/s' Username and/or Password, whether or not such person was authorized to do so or not by the Client/s. The Broker shall not, in such an event, be liable for any loss, financial or otherwise, accruing to the Client/s due to unauthorized usage of the facility. In the event the Client has failed to comply with the Password Policy of the Trading Participant, such Client shall be responsible for breach of contract and the consequences arising thereof.
- 3.5 The Client shall immediately notify the Stockbroker in writing if he forgets his password, discovers any security flaws in Internet Based Trading System (IBTS), discovers/suspects discrepancies/ unauthorized access through its username/password/account together with full details thereof such as unauthorized use, the date, the manner, and the transactions effected pursuant to such unauthorized use etc.
- 3.6 The Client/s agree that internet trading involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. This agreement therefore does not amount to the Stockbroker/Colombo Stock Exchange (Exchange) representing or warranting an interrupted provision of the service.

- 3.7** The Client/s shall not have any claim against the Exchange, CDS, or the Stockbroker on account of any suspension, interruption, non-availability or malfunctioning of the Stockbroker's IBTS or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Stockbroker's/Exchange end for any reason beyond the control of the stockbroker/Exchanges. The Broker shall not be liable for any direct, indirect, special, or consequential damages arising out of the use of the web site. The Client/s indemnify, defend, and hold harmless Stockbroker, its officers, Directors, and employees from and against all losses, expenses, damages, and costs from any violation of these Terms and Conditions or any activity related to Client/s' business transactions.
- 3.8** The Client/s agree that the use of any information from websites on investment analyses of any securities shall be at the Client's' own risk financial or otherwise.
- 3.9** The Laws of Sri Lanka shall govern the use of the web site and IBT System (hereinafter "IBTS").
- 3.10** The Stockbroker reserves the right to change/revise the terms and conditions by updating this posting and all changes/ revisions shall be part and parcel of the Terms and Conditions The Stockbroker has the exclusive right to decide on the opening, maintenance and or close of Internet Based Trading Facility.
- 3.11** The Client undertakes IBTS will be used solely for the purpose of operating the CDS Account of the Account holder and not be used to operate CDS accounts of any other parties, except in the instances set out in the Stockbroker Rules of the Colombo Stock Exchange.
- 3.12** The Stockbroker, CDS and or Exchange reserves the right impose and revise all fees/charges applicable on the Internet Based Trading
- 3.13** The Client/s acknowledge that these rules are based on the "Trading Participant Rules Applicable to Stockbrokers and Stock Dealers dated April 3, 2023 and as amended by Circular No January 8, 2024 (Effective from January 16, 2024) of which the Clients are expected to have full knowledge of accessing the documents from the Website of Exchange.
- 3.14** The Parties undertakes to mutually to notify in writing to each the other (a) in the event of any material change to the information provided in the agreement hereby entered into and, (b) in the event of any modifications to the information pertaining to the Internet Trading Facility.
- 3.15** The Client undertakes to maintain confidentiality of data and information provided through the Application Systems
- 3.16** Without prejudice to the outstanding liabilities awaiting for settlement either party may terminate this Agreement by giving three months' notice

(4) Declarations

- 4.1** That the Client Company hereby declare that all transactions shall be subject to the rules of the CSE and other prevailing Laws and regulations of Sri Lanka and that the authority hereinafter granted by the Client/s to the Stockbroker and other stipulations made by the Stockbroker from time to time, will regulate transactions via the web site.
- 4.2** That the Client/s authorize Stockbroker at their absolute discretion and at Client's risk to sell and transfer and/or all of the shares in any company registered in Client/s securities account maintained by the Stockbroker with the CDS, in order to make good and compensate for loss or damages incurred or sustained by the Stockbroker as a result of Client/s defaults (for whatsoever reason) in making any payments lawfully due to the Stockbroker on account of any transaction pertaining to the said securities account on the settlement date.
- 4.3** That this authority is given to the Stockbroker by the Client besides the right of the Stockbroker, by virtue of it being a broker, to sell the specific securities in respect of which Client Company in default and generally to other rights, powers and remedies available to the Stockbroker under the prevailing laws, rules and regulation of Sri Lanka. The authority so granted hereby shall in no way affect the Clients responsibility/liability towards Stockbroker arising from or consequent upon any such default. And the Client/s shall also agree to any other remedial actions taken by the Stockbroker to make good any losses incurred by the Stockbroker as result of Client/s actions.
- 4.4** That the Client/s hereby undertake to conduct all businesses in compliance with the Terms and Conditions stated as per this Agreement.

- 4.5 That the Client declares of having read this Agreement in full and are fully aware of the Terms and Conditions governing the use of the web site and state that the Client shall unconditionally agree with and shall abide by the Terms and Conditions stated therein
- 4.6 That the Client assure and undertake that the Client shall not attempt to effect transactions through the IBTS unless sufficient funds for purchases of securities, inclusive of other charges associated with the transaction, are available. For the purpose of this Agreement, unless otherwise separately agreed, "Sufficient funds" " shall mean, in case of a cash deposit, up to 100% of the value of the proposed transactions to be effected by the Client/s through the IBTS orof Client Company liquid securities portfolio. In terms of the purchasing power allowed based on the portfolio value, which may vary at the discretion of the Stockbroker.

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Account Holder

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1st Joint Holder

.....
2nd Joint Holder

Date:

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For Lanka Securities (Pvt) Limited

Date: