

All fields are required for successful processing of your Online Trading Account.

All information provided in this form should be **EXACTLY** the same as that of your CDS Account.

No:

Title: Mr. ☐ Mrs. ☐ Miss ☐ Dr ☐ Other ☐ state if other ☐

Last Name :

Initials :

Names denoted by Initials :

Address :

Telephone

Mobile

E-mail

Nationality

Date of Birth

National Identity Card No.
(or Sri Lankan Passport No if N.I.C is not available.)

Existing Online Login User ID :
(if Available)

CDS Account Numbers needed for online Account

CDS Account No.	Name of Account	Signature
DSA - - -		
DSA - - -		
DSA - - -		
DSA - - -		
DSA - - -		

(e.g. DSA – 504876876 – VN – 00)

OFFICIAL USE ONLY

Investment Advisor	Customer Relations Division	Officer In Charge
Code :	Date of receiving application:	Name :
Name :		
Signature :	Date of issuing login details :	Signature :
Date :		Date :

Dear Sirs,

I/We of
.....request you to allow me/us the use of Capital Trust Securities (Private) Limited ('Capital Trust')
Internet Trading Service ('Online Service') and hereby agree to be bound by the terms and conditions hereinafter mentioned governing such service:

1. I/We hereby undertake that I/we have the capacity and knowledge to understand the basic operations of the Internet and possess a clear understanding of the use of the Internet Trading Facility;
2. I/We fully understand about the minimum system specifications required to process the Internet Trading Facility.
3. I/We fully understand the responsibilities that I/we have with regard to the confidentiality of data and information provided through the Application System
4. I/We hereby undertake that I/We have fully understand in relation to complying with the Password Policy of the Trading Participant including usage of strong password, ensuring frequent change of passwords and non-disclosure of password to any other party except to the extent permitted under the Trading Participant Rules of the CSE
5. I/We hereby undertake that in the event I/We have failed to comply with the Password Policy of the Trading Participant, I/We shall be responsible for breach of contract and the consequences arising thereof.
6. I/we hereby authorize Capital Trust to accept and act upon all instructions or messages which purport to come from me/us and are received through the Online Trading Service and authenticated in the manner described by Capital Trust under the usage of password issued to me/us by Capital Trust;
7. I/we fully understand that all transactions shall be subject to the rules of the Securities and Exchange Commission, Colombo Stock Exchange and other prevailing laws and regulations of Sri Lanka and in particular to the authority hereinafter granted by the me to Capital Trust;
8. I/we hereby permit and authorize Capital trust, at their absolute discretion and my risk, to sell and transfer any and/or all of the shares or securities in my securities account opened by me and maintained by Capital Trust at the Central Depository System (Private) Limited in order to make good and compensate for any loss or damages incurred or sustained by Capital Trust as a result of my default in making any payments lawfully due to Capital Trust after the settlement date;
9. The above authority of the right to sell shares or securities given to Capital Trust by me, shall be in addition to all the other rights, powers and remedies available to Capital Trust in terms of the laws of Sri Lanka. The authority granted hereby shall in no way affect or exempt me from any liability towards Capital Trust arising out of or consequent to any such default;
10. I/we acknowledge that the market data provided to me are obtained from Colombo Stock Exchange Sources believed to be reliable, are provided solely on a **As It IS** basis and **As Available** basis and that no guarantees are made by Capital Trust as to their accuracy, completeness, timeliness or correct sequencing. I/we agree that Capital Trust shall not be liable to me/us or have any responsibility whatsoever, for: (a) any Losses arising out of or relating to a cause over which Capital Trust do not have direct/indirect control, including the failure of computer software/hardware or electronic or mechanical equipment or communication lines, telephone or network problems, unauthorized access; or (b) any special, indirect, incidental, consequential, punitive or exemplary damages that I/we may incur in connection with my use of the services provided by Capital Trust in terms of this Agreement;
11. I/we hereby agree that Capital Trust shall not be responsible for any delay or failure to comply with any part of these terms and conditions resulting from causes beyond the Capital Trust's control, including but not being restricted to investment decisions made by me, acts of God, fires, explosions, floods, earthquakes, wind storms, national strikes, national riots, national work outs, national boycotts, wars, laws, regulations or acts of any government or from other causes beyond the control of Capital Trust which Capital Trust is unable to prevent;
12. I/we shall not attempt to effect transactions through Online Service unless sufficient funds (for purchases of securities) inclusive of other charges associated with the transaction, are available with me/us. For the purpose of this Agreement "Sufficient Funds" shall mean , in case of a cash deposit, up to 100% of the value of the proposed transactions to be effected by me/us through internet trading or otherwise and in case of the securities portfolio such percentage made available to us by Capital Trust from time to time;
13. If my/our securities account with Capital Trust is a jointly held account, every holder shall be jointly and severally liable for all transactions arising from the use of Online Trading;
14. I/we shall accept Capital Trust's records and statements of all transactions processed through the Online Service through my/our account as conclusive and binding on me / us for all purposes
15. I/we shall not hold Capital Trust responsible for any loss, damage or liability incurred or suffered by me/us as a result of non acceptance of and/or non adherence to any instructions given through the Online Service for any reason whatsoever
16. I/we agree that in the transactions effected by me/us through the Online Service with third parties, I/we shall not hold Capital Trust responsible in any manner whatsoever for any lapses on the part of the transacting parties (including other brokers) failing to meet their respective obligations.
17. I/we hereby acknowledge that I am/we are permitted to enter into this agreement in terms of the Capital Trust member application signed by me whereby I /we have opened a CDS account/s with Capital Trust and that the terms and conditions contained herein are in addition to the other documents and agreements that I have signed with Capital Trust;
18. I / we agree to use the Online Service provided to me / us solely for the purpose of trading in securities in my / our CDS account and / or the CDS account of our spouses where specific consent of our spouses have been submitted in writing subject to annual renewal of such consent.
19. I / we agree not to use the Online Service provided to me / us for any other purpose other than trading and in any case will not be used for trading securities in the CDS account of other parties unless I / we have obtained an investment manager license from the SEC authorizing my / our involvement in such activities.
20. I/we confirm and agree that Capital Trust shall at any time be entitled to amend, supplement or vary any of these terms and conditions, at its absolute discretion with or without notice to me/us and such amendment , supplement or variation shall be binding on me / us
21. I hereby undertake to give you notice in writing of any changes of particulars given overleaf;
22. I/We declare and agree that Capital Trust may at any time and at its absolute discretion suspend or close my/our Online Trading Facility provided a reason is given thereof.

23. This agreement shall be governed by and construed in accordance with the Laws of the Democratic Socialist Republic of Sri Lanka and I/we shall submit to the non-exclusive jurisdiction of the courts of the Democratic Socialist Republic of Sri Lanka.

I / We have read and understood the foregoing and agree to be bound by the above terms and conditions as contained in this Agreement.

Name & Signature :

Date:

1. We, as the Trading Participant of the client, hereby undertake that we do not disclose and/or permit the use of the User ID and password assigned to the Client by any other person including our employees.
2. We, as the Trading Participant of the client, declare that in the event of any material change to the information related to the company which is necessarily important to you, we shall inform in writing within fourteen (14) days of such change.

3. INDEMNITY AND LIMITATION OF LIABILITY

- 3.1 Each Party hereto, agrees to indemnify, defend and hold harmless the other Party against any loss, liability, damages, claims and costs, which each such Party may sustain by reason of negligence and/or breach of the terms and conditions hereof committed by the other Party hereto or its representatives. The aggrieved Party shall be entitled to enforce its/his/her indemnity rights by injunction or other equitable relief in any competent court of law in Sri Lanka.
- 3.2 The Client/s agrees/s that the Stockbroker Firm will not be liable for any losses arising out of or relating to any cause which is beyond the control of the Stockbroker Firm.

4. TERMINATION

- 4.1 This Agreement shall forthwith terminate, if the Stockbroker Firm for any reason ceases to be a Member/Trading Member of the CSE or if the license issued to the Stockbroker Firm by the SEC is cancelled.
- 4.2 The Parties shall be entitled to terminate this Agreement upon giving notice in writing of not less than fourteen (14) calendar days to the other Party.
- 4.3 Notwithstanding any such termination, all rights, liabilities and obligations of the Parties arising out of or in respect of the transactions entered into prior to the termination of this Agreement shall continue to be in force.

5. GENERAL

- 5.1 Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules of the CSE, SEC and other applicable laws of Sri Lanka.
- 5.2 The terms and conditions contained in this Agreement shall be subject to the applicable Rules, Regulations, Guidelines and Directions issued by SEC, Rules and Circulars of the CSE and other applicable laws of Sri Lanka..

For Capital Trust:

Date: