

**සුදාකූළිපත් ගිණුමක් ආරම්භ කිරීමේ අයදුම්පත (නති පුද්ගලයින් සඳහා)**  
**பிணையங்கள் கணக்கு ஆரம்பிப்பதற்கான விண்ணப்பம் (தனியாட்கள்)**  
**Application for Opening of Securities Account (For Individuals)**

Authorized  
Signature &  
stamp of  
participant

கார்ட்டா பூச்சியை ஊது புகை.  
அலுவலகப் பாவனைக்கு மாத்திரம்  
வாடிக்கையாளரின் அடையாள அட்டை

**Office Use Only**  
**Assign Client ID**

[illegible]

\***අදාල නොවන ඒවා කපා හරින්න. / விடயத்திற்கேற்ப கீறிவிடவும்./ Delete Accordingly**

# ஸ்தலவசிகர் யுலு மிலே லொடீய் லுடீயிலர் லுடீயிலே. / பங்குபற்றார் ஸ்பபவர் உங்கலது பங்குத்தரார் அல்லது காப்பக வங்கி./ Participant means, your Stockbroker or Custodian Bank.

අයදුම්කරුගේ/ කරුවන්ගේ විස්තර (අයදුම්පත සම්පූර්ණ කිරීමට CDS 1 B උපදෙස් පත්‍රිකාව කියවන්න.) පරිගණකගත කිරීම සඳහා ඉංග්‍රීසි කැපිටල් අකුරින් සම්පූර්ණ කළ යුතුය.

விண்ணப்பதாரரின்(களின்) விபரங்கள் கணினிமயப்படுத்தப்படுவதனால், இந்த விண்ணப்பப்படிவம் பெரிய ஆங்கில எழுத்துக்களில் பூரணப்படுத்தப்படும் வேண்டும். (பிரணயங்கள் கணக்கு ஆரம்பிக்கும் படிவத்தை பூரணப்படுத்த CDS 1 B அறிவுறுத்துதல்களை வாசிக்கவும்).

Particulars of Applicant/s - This application should be filled in English capital letters for the purposes of computerizing records.

1. TITLE:

Mr.	Mrs.	Miss.	Rev.	Dr.	Other.....
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2. SURNAME:

[illegible]

3. INITIALS:

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#### 4. NAMES DENOTED BY INITIALS:

[illegible]

5. CORRESPONDENCE ADDRESS:

[illegible]

6. DISTRICT:

[illegible]

7. POSTAL CODE:

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8. PERMENANT ADDRESS:

[illegible]

## 9. BANK ACCOUNT DETAILS TO REMIT DIVIDENDS & COUPONS

(Non Resident Applicants shall state their SIA A/C details)

[illegible]

10. DATE OF BIRTH (Date/Month/ Year)

16. DATE OF BIRTH (Date/Month/Year)									
		/			/				

11. NATIONAL IDENTITY CARD NO. / PASSPORT NO.:

[illegible]

## 12. RESIDENT /NON –RESIDENT

CB	EB	RB
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13. NATIONALITY: .....

Continued...

## 15. CONTACT DETAILS

RESIDENCE																				
OFFICE																				
FAX																				
(a) MOBILE	<input type="checkbox"/> Please tick the box to receive SMS alerts regarding the transactions taking place through your CDS account. Please refer the CDS 27A Form for applicable Terms & Conditions. Monthly subscription of Rs.60/= will be charged.																			
(b) E-MAIL																				
	Please place your signature to receive CDS account statements via email. If you require to receive CDS account statements pertaining to your CDS account in printed form, please submit a request in writing to the CDS after subscribing for the e-Statement.																			..... <b>Signature</b>

**பலபிழை ஐயத்திற்கு / 1ஆம் இணைந்த கணக்கு வைத்திருப்பவர் / 1<sup>st</sup> Joint Holder**

(1 – 14 டக்ஸா ஒத்திசைந்திருக்க வேண்டும்/ Should be filled in English capital letters)

1. TITLE:	Mr.	Mrs.	Miss.	Rev.	Dr.	Other.....
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[illegible][illegible][illegible][illegible][illegible]

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[illegible]

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[illegible]

Continued...

11. RESIDENT /NON –RESIDENT

12. NATIONALITY: .....

13. OCCUPATION .....

## 14. CONTACT DETAILS

RESIDENCE											MOBILE									
OFFICE											E-MAIL									
FAX																				

දෙවන හවුල් අයදුම්කරු/ 2ஆம் இணைந்த கணக்கு வைத்திருப்பவர் / 2<sup>nd</sup> Joint Holder

(1 – 14 දක්වා ඉංග්‍රීසි කැපිටල් අකුරින් පිරවිය යුතුයි.)

1. TITLE:

Mr.	Mrs.	Miss.	Rev.	Dr.	Other .....
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2. SURNAME:


3. INTIALS:

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4. NAMES DENOTED BY INITIALS:


5. CORRESPONDENCE ADDRESS:


6. DISTRICT:

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7. POSTAL CODE:

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8. PERMENANT ADDRESS:


9. DATE OF BIRTH (Date/Month/ Year)

		/			/				
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10. NATIONAL IDENTITY CARD No. / PASSPORT No.

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11. RESIDENT /NON –RESIDENT

12. NATIONALITY: .....

13. OCCUPATION .....

## 14. CONTACT DETAILS

RESIDENCE											MOBILE									
OFFICE											E-MAIL									
FAX																				

Continued...

(I) මාගේ / අපගේ\* නමින්/නමවලින් සුද්ධකම්පත් ගිණුමක් විවෘත කරන ලෙස හා පවත්වාගෙන යන ලෙස ද වරින් වර මාගේ/අපගේ\* සුද්ධකම්පත් ගිණුමට තැන්පත් කරනු ඇති කොළඹ ව්‍යාපාර වස්තු හුවමාරුවෙහි ලැයිස්තුගත කර ඇති සුද්ධකම්පත් වලට අදාලව මාගේ / අපගේ\* තැන්පත්කරු ලෙස කටයුතු කරන ලෙසද මම/අපි\* ඔබෙන් ඉල්ලා සිටිමි/සිටිමු\*.

எனது/எமது பெயர்/பெயர்களில் பிணைப்பொறுப்புக்கள் கணக்கொன்றை ஆரம்பித்து பராமரிப்பதற்கும் மற்றும் காலத்துக்குக் காலம் எனது/எமது பிணைப்பொறுப்புக்கள் கணக்கில் வைப்பிலிடப்படக்கூடிய கொழுப்புப் பங்குப் பரிவர்த்தனையில் பட்டியலிடப்படக் கூடிய பிணைப்பொறுப்புக்கள் தொடர்பில் எனது/எமது வைப்பீட்டாளராக செயல்படுவதற்கும் நான்/நாம் இத்தால் வேண்டுகோள் விடுக்கின்றேன்/விடுக்கின்றோம்.

I/We\* hereby request you to open and maintain a Securities Account in my/our\* name/s and to act as my/our\* depository in relation to the securities listed on the Colombo Stock Exchange that may be deposited in my / our\* Securities Account from time to time.

(II) වරින් වර බලාත්මක කෙරෙන රීති, මාර්ගෝපදේශ , පටිපාටි හා කොන්දේසි වලට අනුකූලව සුද්ධකම්පත් ගිණුම මෙහෙයවන බවට මම/අපි\* එකඟ වන්නෙමි/මු\*.

பிணைப்பொறுப்புக்கள் கணக்கானது மத்திய வைப்பக முறைமை சட்டவிதிகள், ஏற்புடைய வழிகாட்டல்கள் மற்றும் படிமுறைகள் மற்றும் மத்திய வைப்பக முறைமையினால் காலத்துக்குக் காலம் அவற்றுக்கு மேற்கொள்ளக் கூடிய எவையேனும் திருத்தங்கள் என்பவற்றுக்கு ஏற்ப செயற்படுத்தப்படும் என்பதற்கு நான்/நாம் உடன்படுகின்றேன்/உடன்படுகின்றோம்.

I/We\* agree that the Securities Account will be operated in accordance with the Rules of the CDS, the applicable guidelines and procedures and any amendments made thereto from time to time by the CDS.

(III) සුද්ධකම්පත් ගිණුමට තැන්පත් කිරීම සඳහා වරින් වර ඔබට බාර දෙනු ඇති සුද්ධකම්පත් බාර ගැනීම ප්‍රතිග්‍රහනය කිරීමට මම/අපි\* මෙයින් ඔබට බලය පවරා දෙන්නෙමි/දෙන්නෙමු\*. එම සුද්ධකම්පත් වලට මම/අපට\* නිත්‍යානුකූල අයිතියක් ඇති බවත් එම තැන්පත්ව කරන # සහභාගිකරුට එසේ තැන්පත් කිරීමට නිත්‍යානුකූල අයිතියක් තිබෙන බව හා ඔහුට ඊට නිසි පරිදි බලය පවරා තිබෙන බවත් මම/අපි\* මෙයින් සහතික කොට ප්‍රකාශ කර සිටිමි/ සිටිමු\*.

பிணைப்பொறுப்புக்கள் கணக்கில் வைப்பிலிடுவதற்காக காலத்துக்குக் காலம் உங்களுக்கு விநியோகிக்கப்படக்கூடிய பிணைப்பொறுப்புக்களின் சான்றிதழ்களின் விநியோகத்தை ஏற்றுக் கொள்வதற்கு நான்/நாம் உங்களுக்கு அங்கீகாரம் வழங்குகின்றேன்/வழங்குகின்றோம். எனக்கு/எமக்கு அத்தகைய பிணைப்பொறுப்புக்கள் சான்றிதழ்களுக்கு உரிய உரித்து இருக்கின்றது என்றும் பங்குபற்றுபவர் அத்தகைய வைப்பை மேற்கொள்வதற்கு சட்டப்படி தகவலுடையவர் என்றும் அவ்வாறு செய்வதற்கு உரிய முறையில் அங்கீகாரமளிக்கப்பட்டுள்ளார் என்றும் நான்/நாம் இத்தால் பிரதிநிதித்துவம் செய்து உத்தரவாதப்படுத்துகின்றேன்/உத்தரவாதப்படுத்துகின்றோம்.

I/We \* hereby authorize you to accept delivery of the securities certificates that may be delivered to you from time to time for deposit into the Securities Account. I hereby represent and Warrant that I/We \* have good title to such securities certificates and that the # participant making such deposit is lawfully entitled and duly authorized to do so.

(IV) මා / අප\* වෙනුවෙන් සුද්ධකම්පත් ගිණුමට කවර හෝ සුද්ධකම්පතක් තැන්පත් කිරීමට, තැන්පත් කරන ලද සුද්ධකම්පත් ආපසු ලබා ගැනීමට සහ සුද්ධකම්පත් සහතික පත්‍ර අනිකුත් ලේඛන මා/අපි\* වෙනුවෙන් ඔබෙන් ලබා ගැනීම ප්‍රතිග්‍රහනය කිරීමට මාගේ /අපගේ\* # සහභාගිකරුට පූර්ණ අධිකාරිය තිබෙන බව මම/අපි\* මෙයින් ස්ථීර කරමි/මු\*.

பிணைப்பொறுப்புக்கள் கணக்கில் ஏதேனும் பிணைப்பொறுப்பை வைப்பிலிடுவதற்கும், எனது/எமது சார்பில் ஏதேனும் வைப்பிலிடப்பட்ட பிணைப்பொறுப்புக்களை மீளப்பெற்றுக் கொள்வதற்கும், எனது/எமது சார்பில் உங்களிடமிருந்து பிணைப்பொறுப்புக்கள் சான்றிதழ்கள் மற்றும் ஏனைய ஆவணங்கள் என்பவற்றின் விநியோகத்தை ஏற்றுக் கொள்வதற்கும் எனது/எமது பங்குபற்றுபவருக்கு முழுமையான அதிகாரம் உண்டு என இத்தால் நான்/நாம் உறுதிப்படுத்துகின்றேன்/உறுதிப்படுத்துகின்றோம்.

I/We\* hereby confirm that my/our # Participant has full authority to deposit any security into the Securities Account, to withdraw any deposited Securities on my/our\* behalf and to accept the delivery of securities certificates and other documents from you on my/our\* behalf.

(V) මා/අප විසින් CDS 1 ආකෘති පත්‍රයේ 15 වන අයිතමය යටතේ විද්‍යුත් තැපැල් ලිපිනයක් සපයා ඇති විට එම සපයා ඇති විද්‍යුත් තැපැල් ලිපිනයට මගේ/අපගේ\* CDS ගිණුමට අදාල ගිණුම් ප්‍රකාශය යවනු ලබන බව මම/අපි\* පිළිගනිමි/පිළිගනිමු. මගේ/අපගේ\* විද්‍යුත් තැපැල් ලිපිනයේ යම් වෙනසක් හෝ මෙම සේවය නතර කිරීම සඳහා ලිඛිතව කරන යම් ඉල්ලීමක් මගේ/අපගේ\* # සහභාගිකරු මගින් නොපමාව දැනුම් දීමට මෙයින් පොරොන්දු වන්නෙමි/මු\*.

என்னால்/எம்மால் மத்திய வைப்பக முறைமை படிவத்தில் மின்னஞ்சல் முகவரியொன்று தந்திருக்கின்ற சந்தர்ப்பத்தில், எனது/எமது மத்திய வைப்பக முறைமைக் கணக்குடன் தொடர்புடைய மத்திய வைப்பக கணக்குக் கூற்றுக்கள் அதில் தரப்பட்ட மின்னஞ்சல் முகவரிக்கு அனுப்பி வைக்கப்படும் என நான்/நாம் ஏற்றுக் கொள்கின்றேன்/ஏற்றுக்கொள்கின்றோம். எனது/எமது மின்னஞ்சல் முகவரியில் ஏதேனும் மாற்றம் இருந்தால் அல்லது இந்த சேவையின் துண்டிப்புக்கான எழுத்து மூலமான ஏதேனும் வேண்டுகோள் எனது/எமது பங்குபற்றுபவர் ஊடாக மத்திய வைப்பக முறைமைக்கு என்னால்/எம்மால் எழுத்து மூலம் உடனடியாக அறிவிக்கப்படும் என நான்/நாம் உறுதிப்படுத்துகின்றேன்/உறுதிப்படுத்துகின்றோம்.

I/We\* hereby acknowledge that, in the event I/We\* have provided an email address in item 15 of Form CDS1, the CDS Account Statements pertaining to my/our\* CDS Account will be sent to the email address provided therein. I/We\* confirm that any change in my/our\* e-mail address or any request in writing for discontinuation of this service will be immediately communicated by me/us\* in writing to the CDS through my/our\* # participant.

(VI) ඉහත දී ඇති විස්තර වල කිසියම් වෙනසක් සිදු කළ හොත් ඔබට සහ මාගේ/අපගේ\* # සහභාගිකරුට දින 14 ක් ඇතුළත ලිඛිතව දැනුම් දීමට එකඟ වන්නෙමි/මු\*.

மேலே தரப்பட்ட விபரங்களில் எதேனும் மாற்றம் இருந்தால் எனது/எமது பங்குபற்றுபவரினுடாக 14 நாட்களுக்குள் எழுத்து மூலம் உங்களுக்கு அறிவித்தல் வழங்குவதற்கு நான்/நாம் பொறுப்பேற்றுக் கொள்கின்றேன்/பொறுப்பேற்றுக் கொள்கின்றோம்.

I/We\* undertake to give you notice in writing through my/our # participant of any change of particulars given above within 14 days of such change.

\* අදාල නොවන ඒවා කපා හරින්න. / **பொறுத்தமற்றவற்றை நீக்கிவிடவும். / Delete Accordingly**

# සහභාගිකරු යනු ඔබේ කොටස් තැරැව්කරු හෝ භාරකරු බැංකුව වේ. / **பங்குபற்றுநர் என்பவர் உங்களது பங்குத்தரகர் அல்லது காப்பக வங்கி / Participant means, your Stockbroker or Custodian Bank.**

Continued...

Authorized  
Signature  
& stamp of  
participant

**ප්‍රකාශය සඳහා ආකෘතිය**  
**பிரகடனப்படுத்தல் படிவம்**  
**DECLARATION FORM**

වන මම

of

(සම්පූර්ණ නම) (முழுப்பெயர்) (Full name)

(ලිපිනය) (விலாசம்) (address)

දරන ලිපිනයේ සිට  
என்னும் முகவரியைச் சேர்ந்த

වන මම

of

(සම්පූර්ණ නම) (முகவரி) (Full name)

(ලිපිනය) (பெயர்) (address)

දරන ලිපිනයේ සිට  
என்னும் முகவரியைச் சேர்ந்த

වන මම

of

(සම්පූර්ණ නම) (முகவரி) (Full name)

(ලිපිනය) (பெயர்) (address)

දරන ලිපිනයේ සිට  
என்னும் முகவரியைச் சேர்ந்த

සේන්ට්‍රල් ඩිපොසිට් සිස්ටම්ස් (පුද්ගලික) ලිමිටඩ් සමාගම (සිවිල්ස් සමාගම) සැලකිල්ලට ගෙන, සුරැකුම්පත් ගිණුමක් විවෘත කිරීමට එකඟ වෙමින් මෙසේ ප්‍රකාශ කර සිටිමි/සිටිමි.

ஆகிய நான்/நாம் மத்திய வைப்பக முறைமை தனியார் நிறுவனத்தில் (CDS) பிணைப்பொறுப்புக்கள் கணக்கொன்றை ஆரம்பிப்பதன் உடன்பாட்டைக் கரிசனை கொண்டு, பின்வருமாறு பிரகடனப்படுத்துகின்றேன்/பிரகடனப்படுத்துகின்றோம்.

in consideration of the Central Depository Systems (Pvt.) Ltd. (CDS) agreeing to open a Securities Account, hereby declare as follows:

1. (i) මා/අප විසින් සිවිල්ස් සමාගමේ විවෘත කිරීමට තියමින සුරැකුම්පත් ගිණුම මාගේ/අපගේ ප්‍රතිලාභය සඳහා පමණක් පවත්වාගෙන යායුතුය.

என்னால்/எம்மால் மத்திய வைப்பக முறைமையில் ஆரம்பிக்கப்படவுள்ள பிணைப்பொறுப்புக்கள் கணக்கானது எனது/எமது நலனுக்காக மாத்திரம் பயன்படுத்தப்படும்.

The Securities Account to be opened by me/us in the CDS shall be maintained for my/our benefit only.

හෝ

(අප්ප්ලාගින්නේ සංඛ්‍යාව තුනෙන් තිදෙනෙකු ඉක්ම නොවන විටක දී, කරුණාකර පහත 1(ii) වගන්තිය සම්පූර්ණ කරන්න.)

அல்லது

(நலன் பெறுனர்கள் மூன்று ஆட்களுக்கு மேற்படாத சந்தர்ப்பத்தில் கீழே 1(ii) நிரல்களைப் பூர்த்தி செய்யவும்)

Or

(In the event the number of beneficiaries does not exceed three persons, please complete clause 1(ii) below.)

(ii) මා/අප විසින් සිවිල්ස් සමාගම තුළ විවෘත කිරීමට තියමින සුරැකුම්පත් ගිණුම මාගේ/අපගේ පැවරුම්ලද්දාගේ/භාරකාරයාගේ/ කළමනාකාරවරයාගේ තත්ත්වයෙන් මෙහි පහත සඳහන් තුනෙන් තිදෙනෙකු ඉක්ම නොවන විටක දී, කරුණාකර පහත 1(ii) වගන්තිය සම්පූර්ණ කරන්න.)

என்னால்/எம்மால் மத்திய வைப்பக முறைமையில் ஆரம்பிக்கப்படவுள்ள பிணைப்பொறுப்புக்கள் கணக்கானது எனது/எமது நம்பிக்கையாளர் /பாதுகாவலர் / முகாமையாளர் என்றவகையில் பின்வரும் ஆட்களுக்காக பராமரிக்கப்படும்

The Securities Account to be opened by us in the CDS shall be maintained for the benefit of the following persons in my/our capacity as Trustee / Custodian / Manager.

නම / பெயர் / Name	ලිපිනය / முகவரி / Address	පුරවැසිභාවය / தேசிய இனம் / Nationality
1.		
2.		
3		

හෝ / அல்லது / Or;

(අප්ප්ලාගින්නේ සංඛ්‍යාව තුනෙන් තිදෙනෙකු ඉක්ම වන විටක දී, පහත 1(iii) වගන්තිය සම්පූර්ණ කරන්න.)

(நலன் பெறுனர்கள் மூன்று நபர்களுக்கு மேற்பட்ட சந்தர்ப்பத்தில் கீழே 1(iii) பந்தியைப் பயன்படுத்தவும்)

(In the event there are more than three beneficiaries, please complete clause 1(iii) below.)

(iii) මම/අපි, මාගේ/අපගේ විශ්වාසියාගේ/භාරකාරයාගේ/කළමනාකාරවරයාගේ තත්ත්වයෙන් ගිණුමේ අවසානාන්තක අප්ප්ලාගිත් සම්බන්ධයෙන් නම්, ලිපිනයන් සහ පුරවැසිභාවය පිළිබඳව සියළුම තොරතුරු පවත්වාගෙන යා යුතු වන අතර, අප්ප්ලාගිත් සම්බන්ධ එවැනි තොරතුරු සිවිල්ස් සමාගම සහ සහභාගිවන්නා විසින් තියම කරනු ලැබුවහොත්, ඔහුම විටක දී සිවිල්ස් සමාගම සහ # සහභාගිවන්නා වෙත වහාම මුදා හැරීමට පොරොන්දු විය යුතු වෙමි/වෙමු.

நான் /நாம் நம்பிக்கையாளர் / பாதுகாவலர் / முகாமையாளர் என்ற அடிப்படையில் கணக்கின் இறுதி உண்மையான பயனாளிகள் தொடர்பான பெயர்கள்,முகவரிகள் மற்றும் தேசிய இனங்கள் போன்ற சகல தகவல்களைப் பராமரிப்போம் என்பதோடு மத்திய வைப்பக முறைமை மற்றும் பங்குபற்றுவவர் வேண்டிக்கொண்டால், எந்த சந்தர்ப்பத்திலும் நலன் பெறுனர்கள் தொடர்பான அத்தகைய தகவல்களை மத்திய வைப்பக முறைமைக்கும் மற்றும் பங்குபற்றினருக்கும் உடனடியாக வழங்குவதற்கும் பொறுப்பேற்றுக் கொள்கின்றேன் /பொறுப்பேற்றுக் கொள்கின்றோம்.

I/We, in our capacity as Trustee / Custodian / Manager shall maintain all information such as names, addresses and nationalities pertaining to the ultimate beneficiaries of the account and undertake to promptly release to the CDS & the Participant such information pertaining to the beneficiaries, at any time, if required by the CDS & the # Participant.

2. අයුදම් පත්‍රය සහ ඊට අමුණා ඇති ලේඛනවල සත්‍ය සහ නිවැරදි තොරතුරු අඩංගු වන අතර, සැබෑ තොරතුරු වසන් කිරීමට හෝ වරදවා දැක්වීමට එකිනෙකාගේ අවධානය යොමු කිරීමක්, සුළු වෙනස් කිරීමක් හෝ සඳොස්ව දැක්වීමක් සිදු කර නොමැත.

இதற்கு இணைக்கப்பட்டுள்ள விண்ணப்பம் மற்றும் ஆவணங்கள் என்பவற்றின் உள்ளடக்கங்கள் உண்மையானவையும் சரியானவையுமாகும் என்பதோடு அதில் உண்மையான தகவல்களை மறைப்பதற்காக அல்லது கவனத்தை திசை திருப்புவதற்காக தகவல்களை திருத்துதல், சேர்த்தல் அல்லது மோசடியான தகவல்களை மேற்கொள்ளல் என்பவை மேற்கொள்ளப்படவில்லை.

The application and the documents attached thereto bear true and correct information and no alteration, modification or falsification was carried out to them to hide or deflect true facts.

3. සිවිල්ස් ගිණුමක් විවෘත කිරීම පිණිස මම සිවිල්ස් 1 වන ආකෘතියේ දී සහ මෙම ප්‍රකාශනයේ දී ලබා දී ඇති යම් කවර ම තොරතුරු සහ අයුදම් පත්‍රය සමඟ මා/අප විසින් ඉදිරිපත් කරන ලද වෙනත් තොරතුරුවල යම් වෙනසක් සිදු වුවහොත්, එම වෙනස දින දහනවක (14) ඇතුළත සිවිල්ස් සමාගමට සහ # සහභාගිවන්නා දැනුම් දීමට මම/අපි පොරොන්දු වෙමි/වෙමු.

மத்திய வைப்பக முறை படிவம் 1 இல், இந்தப்பிரகடனத்தில் மற்றும் மத்திய வைப்பக முறைமைக் கணக்கொன்றை ஆரம்பிப்பதற்கு இந்த விண்ணப்பத்தோடு என்னால் /எம்மால் சமர்ப்பிக்கப்பட்ட ஏனைய ஆவணங்களில் வழங்கப்பட்ட தகவல்களில் ஏதேனும் மாற்றம் இருக்கின்ற சந்தர்ப்பத்தில், அத்தகைய மாற்றம்

ஏற்படுத்தப்பட்ட 14 நாட்களுக்குள் எழுத்து மூலம் மத்திய வைப்பகத்துக்கு மற்றும் பங்குபற்றுவவருக்கு நான் /நாம் அறிவிப்பதற்கு பொறுப்பேற்றுக் கொள்கின்றேன் /பொறுப்பேற்றுக் கொள்கின்றோம்.

In the event of a variation of any information given in the CDS Form 1, this Declaration and other information submitted by me/us along with the application to open a CDS Account, I/we undertake to inform the CDS & the # Participant in writing within fourteen (14) days of such variation.

4. සිඩිප්ප් සමාගමේ විවෘත කිට්ටම කියමන සුරැකීමත් ගිණුම හරහා සුරැකීමත් මිලදී ගැනීම පිණිස ආයෝජනය කළ යුතු අරමුදල් වනාහි යම් කවරම මුදල් විදේශීකරණයකින් ජනයා වූ අරමුදල් හෝ ඉස්තවැදී හෝ යම් වෙනත් නීති විරෝධී ආකාරයෙන් මූල්‍ය සම්පාදනය හරහා උත්පාදනය කරගනු ලැබූ අරමුදල් නොවිය යුතුය.

மத்திய வைப்பக முறைமையில் திறக்கப்படவுள்ள பிணைப்பொறுப்புக்கள் கணக்கினூடாக பிணைப்பொறுப்புக்கள் கொள்வனவுக்காக முதலிடப்படவுள்ள நிதிகளானவை ஏதேனும் கருப்புப் பண செயற்பாட்டிலிருந்து பெற்றுக் கொள்ளப்பட்ட நிதியிலிருந்து அல்லது பயங்கரவாத அல்லது ஏதேனும் ஏனைய சட்டத்துக்கு முரணான செயற்பாட்டிலிருந்து பிறப்பிக்கப்பட்ட நிதிகளாக இருக்கமாட்டாது.

The funds to be invested for the purchase of securities through the Securities Account to be opened with the CDS will not be Funds derived from any money laundering activity or funds generated through the financing of terrorist or any other illegal Activity.

5.මා/අප, මෙහි පනත සඳහන් වරදවල් සම්බන්ධයෙන් ශ්‍රී ලංකාව තුළ දී හෝ වෙනත් රටක දී යම් කවර ම වූ අපරාධ/සිවිල් විනිශ්චායකාරයකින් හෝ පරිපාලනමය බලධරයකු විසින් තහනම ලක්කිරීම සහ/හෝ ප්‍රතික්ෂේප කිරීම සහ/හෝ අත්හිටුවීම සිදු කර නොමැත.

நான்/நாம், பின்வரும் தவறுகள் தொடர்பில் இலங்கையில் அல்லது ஏதேனும் வேறு நாட்டில் ஏதேனும் குற்றவியல்/குடியியல் நியாய சபையால் அல்லது நிருவாக அதிகாரசபையால் தடை செய்யப்பட்டு மற்றும்/அல்லது நிராகரிக்கப்பட்டு மற்றும்/அல்லது இடைநிறுத்தப்பட்டிருக்கவில்லை;

I/we have not been banned and/or rejected and /or suspended by any criminal/civil tribunal or administrative authority in Sri Lanka or in any other country in connection with the following offences:

- 2006 අංක 06 දරන මූල්‍ය ගනුදෙනු වාර්තා කිරීමේ පනත මගින් අර්ථ නිරූපණය කර ඇති පරිදි, යම් කවර ම වූ නීති විරෝධී ක්‍රියාවකින් හෝ යම් කවර ම වූ නීති විරෝධී ක්‍රියාවකින් ලත් මුදල්වලින් සෘජුවම හෝ වක්‍රවම ජනයා කරගන්නා හෝ උපලබ්ධි කරගන්නා යම් කවර ම වූ දේපලක් සම්බන්ධයෙන් වන යම් කවරම වූ ගනුදෙනුවක සෘජුවම හෝ වක්‍රවම නිරත වීම.

2006 ஆம் ஆண்டின் 06ஆம் இலக்க நிதியியல் பரிமாற்றல்கள் அறிக்கையிடல் சட்டத்தினால் விபரிக்கப்பட்டவாறு ஏதேனும் சட்டத்துக்கு முரணான செயலிலிருந்து அல்லது ஏதேனும் சட்டத்துக்கு முரணான செயற்பாட்டின் பெறுகைகளிலிருந்து அல்லது பணமாக மாற்றப்பட்டதிலிருந்து நேரடியாக அல்லது மறைமுகமாக பெற்றுக் கொள்ளப்படுகின்ற ஏதேனும் ஆதனம் தொடர்பிலான பரிமாற்றலில் நேரடியாக அல்லது மறைமுகமான ஈடுபடுதல்;

Engaging directly or indirectly in any transaction in relation to any property which is derived or realized directly or indirectly, from any unlawful activity or from the proceeds of any unlawful activity as defined by the Financial Transactions Reporting Act No. 6 of 2006;

- ඉහත සඳහන් කළ පරිදි යම් කවරම වූ නීති විරෝධී ක්‍රියාවකින් හෝ යම් කවරම වූ නීතිවිරෝධී ක්‍රියාවකින් ලත් මුදල්වලින් සෘජුවම හෝ වක්‍රවම ජනයා කරගන්නා හෝ උපලබ්ධි කරගන්නා යම් දේපලක් ලබාගැනීම, සත්කයේ තබාගැනීම, සැඟවීම, බැහැර කිරීම, ශ්‍රී ලංකාව තුළට ගෙන ඒම සහ වෙනත් රටකට ගෙන යාම හෝ ශ්‍රී ලංකාව තුළ හෝ වෙනත් රටක ආයෝජනය කිරීම. හෝ

மேலே குறிப்பிட்டு செய்யப்பட்டவாறு ஏதேனும் சட்டத்துக்கு முரணான செயலிலிருந்து அல்லது ஏதேனும் சட்டத்துக்கு முரணான செயற்பாட்டின் பெறுகைகளிலிருந்து நேரடியாக அல்லது மறைமுகமாக பெற்றுக் கொள்ளப்படுகின்ற ஏதேனும் ஆதனத்தை பெறுதல், செயன்முறைப்படுத்தல், மறைத்தல், வீற்றுத் தீர்த்தல் அல்லது அதனை இலங்கைக்குள் அல்லது ஏதேனும் நாட்டுக்குள் கொண்டு வருதல் அல்லது இலங்கையில் அல்லது ஏதேனும் வேறு நாட்டில் முதலிடுவதற்காக கொண்டு வருதல்;

Receiving, possessing, concealing, disposing, of or bringing into Sri Lanka or into any other country, or for investing in Sri Lanka or in any other country, any property which is derived or realized, directly or indirectly, from any unlawful activity or from the proceeds of any unlawful activity referred to above; or

- 2006 අංක 05 දරණ මුදල් විදේශීකරණය වැළැක්වීමේ පනත යටතේ සහ එහි පනතට සිදු කරන යම් සංශෝධනයක් හෝ ලෝකයේ වෙනත් යම් කවරම වූ රටක ව්‍යවස්ථාවක ඊට සමාන නීතියක් යටතේ වරදක් වශයෙන් අර්ථ නිරූපණය කරනු ලැබ ඇති යම් වෙනත් වරදක් සිදු කිරීම.

2006ஆம் ஆண்டின் 5ஆம் இலக்க கருப்புப் பணத்தைத் தடுத்தல் சட்டம் மற்றும் அந்தச் சட்டத்துக்கான ஏதேனும் திருத்தம் அல்லது உலகின் ஏதேனும் ஏனைய பகுதியில் உள்ள அதற்குச் சமமான சட்டவாக்கம் என்பவற்றின் கீழ் தவறொன்றாக விபரிக்கப்பட்டிருக்கின்ற ஏதேனும் ஏனைய தவறு.

Any other offence which has been defined as an offence under the Prevention of Money Laundering Act No.5 of 2006 and any amendment thereto or any similar legislation in any other part of the world.

6.මා/අප වනාහි ඉහත සඳහන් කළ වරද සම්බන්ධයෙන් ශ්‍රී ලංකාව තුළ හෝ යම් වෙනත් රටක දී අපරාධ වරදකට වරදකරු කර ඇති බවට වාර්තාවක් නොමැති යනපත් තැනැත්තන් වන බවට මම/අපි මෙයින් තවදුරටත් ප්‍රකාශ කර සිටිමි/සිටිමු.

நான்/நாம், மேலே குறிப்பிடப்பட்டவாறு தவறுகள் தொடர்பில் இலங்கையில் அல்லது ஏதேனும் வேறு நாட்டில் குற்றவியல் தீர்ப்பளிக்கப்படாத சிறந்த நடத்தையுடைய நிலையில் இருக்கின்றேன்/இருக்கின்றோம் என இத்தால் நான்/நாம் பிரகடனப்படுத்துகின்றேன் /பிரகடனப்படுத்துகின்றோம்.

I/We hereby further declare that I/We am/are person(s) of good standing with no record of criminal convictions in relation to the offences stated above, in Sri Lanka or in any other country.

7. මෙහි පනත සඳහන් නඩු කටයුතු හැර (විනයා වෙමින් පවතින යම් කවරම වූ නඩු කටයුතු පිළිබඳ විස්තර සඳහන් කරන්න.) ශ්‍රී ලංකාව තුළ හෝ ලෝකයේ වෙනත් යම් කවරම වූ රටක දී මා/අප වරදකරු කර දඬුවම් පැනවීම හෝ මට/අපට එරෙහිව සහ/හෝ මට/අපට සම්බන්ධිත යම් කවර ම වූ තැනැත්තකුට/තැනැත්තන්ට සහ/හෝ මට/අපට සම්බන්ධිත යම් කවරම වූ අසිටීන්වයකට (හවුල්කරුවකට, කොටස්හිමියෙකුට, අධ්‍යක්ෂකවරයෙකුට) එරෙහිව විනයා වන අපරාධ නඩු කටයුතු නොමැත.

நான்/நாம், அல்லது என்னோடு/எம்மோடு தொடர்புடைய நபர்/நபர்கள் மற்றும்/அல்லது என்னோடு/எம்மோடு இணைந்துள்ள ( ஒரு பங்காளராக, பங்குடமையாளராக, பணிப்பாளராக) ஏதேனும் நிறுவனம் எனக்கு/எமக்கு அல்லது மேலே சொல்லப்பட்டவாறு இணைந்த மற்றும்/அல்லது தொடர்புடையவர்களுக்கு எதிராக பின்வரும் விடயங்கள் தவிர, இலங்கையில் அல்லது உலகின் வேறு எந்தப்பகுதியிலும் மேலே குறிப்பிடப்பட்டவாறு எவையேனும் குற்றத் தீர்ப்புக்கள் / இன்னும் தீர்ப்பு வழங்கப்படாத குற்றவியல் நடவடிக்கைமுறை இல்லை.

I/We or any persons(s) associated with me/us and/or any entity connected to me/us (as a partner, shareholder, director) do not have against me/us or persons connected and/or associated as aforesaid any convictions/pending criminal proceeding in Sri Lanka or in any other part of the world except the following (give detailed description of any pending litigation);

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

8. සිඩිප්ප්. සමාගමේ ගිණුමක් විවෘත කිරීමට ඉදිරිපත් කරන ලද මා/මා/අපගේ අයදුම්පත සහ වෙනත් අදාළ ලිපිලේඛන ප්‍රතික්ෂේප වී නොමැති බවට හෝ සිඩිප්ප්. සමාගමේ යම් වෙනත් # සහනාධිවනකු විසින් යම් කවර ම වූ ව්‍යාපෘතික සම්බන්ධතාවයක් මීට පෙර ප්‍රතික්ෂේප කර නොමැති බවත්. මම/අපි මෙයින් තවදුරටත් ප්‍රකාශ කර සිටිමි/සිටිමු.

நான் /நாம், மத்திய வைப்பக முறைமையின் எவரேனும் ஏனைய பங்குபற்றுவவரால் மத்திய வைப்பக முறைமை கணக்கொன்றை ஆரம்பிப்பதற்கான எனது/எமது விண்ணப்பம் நிராகரிக்கப்படவில்லை அல்லது ஏதேனும் விடயபார தொடர்புகள் மறுக்கப்படவில்லை என பிரகடனப்படுத்துகின்றேன் /பிரகடனப்படுத்துகின்றோம்

I/We declare that my/our application and other relevant documentation to open a CDS account has not been refused or any business relationship has not been declined previously by any other # Participant of the CDS.

Continued...



## KNOW YOUR CUSTOMER (KYC) PROFILE

*(To be retained by the Participant)*

<b>1. ஒரே பணம் கொடுக்க வேண்டாம். (✓) (காசு கொடுக்க வேண்டாம்)</b> <b>வழங்கப்பட்ட ஆவணங்கள் என அடையாளமிடவும்)</b> <b>Documents Provided (Please mark placing a ✓)</b>			
<b>உமது பாஸ்போர்ட்/பிஐடி கார்ட் / உங்கள் வாழ்க்கையாளரின் விவரங்களுக்காக / For KYC</b>	<b>Main Holder</b>	<b>1st Joint Holder</b>	<b>2nd Joint Holder</b>
ජාතික හැඳුනුම්පත / தேசிய அடையாள அட்டை / National Identity Card	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ගුවන් බලපත්‍රය / கடவுச்சீட்டு / Passport	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
විද්‍යුත් බලපත්‍රය (ජාතික හැඳුනුම්පත/ගුවන් බලපත්‍රය දෙකම නොමැති බවට තහවුරු කරමින් දිවුරුම් ප්‍රකාශයක් අවශ්‍ය වේ.) சாரதி அனுமதிப்பத்திரம் (தே.அ.அ/கடவுச்சீட்டு இல்லாததை உறுதி செய்வதற்கு சத்தியக் கூற்று இணைக்கப்பட வேண்டும்) Driving License (An Affidavit is required confirming the fact that both NIC/ Passport are not available.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>සිංග්ගීස සනාථ කිරීම සඳහා / வதிவிடத்தை நிரூபிப்பதற்காக / For Proof of Residency</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ජාතික හැඳුනුම්පත / தேசிய அடையாள அட்டை / National Identity Card	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
බැංකු / ක্রেඩිට් කාඩ්පත් ප්‍රකාශය / வாங்கி/கடன் அட்டை கூற்று / Bank/ Credit card Statement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
දුරකථන බිල්පත / தொலைபேசிப் பட்டியல் / Telephone Bill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
විදුලි/ජල බිල්පත / மின்சார/நீர்ப்பட்டியல் / Electricity/Water Bill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ලියාපදිංචි වතු ගිවිසුම / பதிவு செய்யப்பட்ட குத்தகை உடன்படிக்கை / Registered Lease Agreement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ප්‍රාදේශීය ලේකම් විසින් අනුඅත්සන් තබන ලද ග්‍රාම සේවා සහතිකය / பிரதேச செயலாளரினால் அத்தாட்சிப்படுத்தப்பட்ட கிராம சேவையாளர் சான்றிதழ் / Gramasevaka Certificate certified by the Divisional Secretary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
එතු සේවකයෙකු සමකත්තයෙන් එන විට, සනාථ කිරීම පිණිස ඉහත ලේඛන නොමැති නම්, අදාළ චතුස්‍රයේ එතු අධිකාරී විසින් නිකුත් කරන ලද ලිපිය / நிருபிப்புக்காக ஏனைய ஆவணங்கள் இல்லாத தோட்ட வேலையாட்கள் தோட்ட மேற்பார்வையாளரால் வழங்கப்பட்ட கடிதம் / Letter issued by superintendent of a plantation estate in respect of estate workers who have no other documentary proof.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
වෙනත් ලේඛන (කරුණාකර සඳහන් කරන්න.) / ஏதேனும் ஏனைய ஆவணம் (தயவு செய்து குறிப்பிடவும்) / Any Other Document (Please Specify).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

මෙම ලේඛන, සී.ඩී.එස්. ගිණුම විවෘත කිරීමේ පෝරමය ඉදිරිපත් කිරීමේ දින සිට මාස තුනක් (3) ඇතුළත ඉදිරිපත් කළ යුතුය.

இந்த ஆவணங்கள் CDS கணக்கு ஆரம்பித்தல் படிவத்தை சமர்ப்பிக்கின்ற திகதியிலிருந்து (3) மாதங்களுக்குள் பெறப்பட்டதாக இருக்க வேண்டும்.

*These documents should be within (3) months as of the date of submission of the CDS Account opening form.*

<b>2. பட்டாஃ லீசிஙே (பரிசுரே) ஸ்லாபை :</b> (✓ லோடா ஸ்லாபு கரந்த.) <b>வதிவிட முகவரியின் தன்மை: (வளவு)</b> (✓ என அடையாளமிடவும்) <b>Status of Residency Address: (Premises) (Please mark placing a ✓)</b>	<b>Main Holder</b>	<b>1<sup>st</sup> Joint Holder</b>	<b>2<sup>nd</sup> Joint Holder</b>
தனதேவ் டீசி / உரிமையாளர் / Owner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
தாபிதன் ஸ்தை / பெற்றோருடன் / With parents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
வட/வடீ பததேவ் தை / குத்தகை/வாடகை / Lease / Rent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
கிததேவ் தை / தாதிதன் டீசி / நண்பர்களின்/உறவினர்களின் / Friend's / Relative's	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
தேவாதிதேவ் / தவாதுதன் தை / உறவிடம்/தங்குமிடம் / Board / Lodging	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
திதேவ் தை பததேவ் தை / உத்தியோகபூர்வமானது / Official	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
தேவதன் ஸ்லாபை (கரந்தாபை பததன் கரந்த.) / ஏனைய இடங்கள் (தயவு செய்து குறிப்பிடவும்) / Other places (Please specify): .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Continued...



Form 1 (A-1)

3. <b>ද්විත්வ පුරවැසිභාවය පිළිබඳ විස්තර.</b> (✓ යොදා සලකුණු කරන්න.) <b>இரட்டை-குடியுரிமை விபரங்கள்</b> (✓ என அடையாளமிடவும்) <b>Dual-citizenship Details</b> (Please mark placing a ✓)	<b>Main Holder</b>	<b>1<sup>st</sup> Joint Holder</b>	<b>2<sup>nd</sup> Joint Holder</b>
රට / நாடு / Country 1: ..... ගමන් බලපත්‍ර අංකය / கடவுச்சீட்டு இல / Passport No.: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
රට / நாடு / Country 2: ..... ගමන් බලපත්‍ර අංකය / கடவுச்சீட்டு இல / Passport No.: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
රට / நாடு / Country 3: ..... ගමන් බලපත්‍ර අංකය / கடவுச்சீட்டு இல / Passport No.: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. <b>ඔබ, ඇප්.ජයේ විදේශ ගිණුම් බඳු අනුකූලතා පනත යටතේ ඇප්.ජයේ තැනැත්තෙක් ද?</b> (✓ යොදා සලකුණු කරන්න.) <b>நீங்கள் ஒரு அமெரிக்க வெளிநாட்டு கணக்கு வரி இணக்கச் சட்டத்துக்கு (FATCA) உட்படுகின்ற அமெரிக்க பிரஜையா?</b> (✓ என அடையாளமிடவும்) <b>Are you a US person under the Foreign Account Tax Compliance Act (FATCA) of the US?</b> (Please mark placing a ✓)	<b>Main Holder</b>	<b>1<sup>st</sup> Joint Holder</b>	<b>2<sup>nd</sup> Joint Holder</b>
ඔව්. (පිළිගර ඔව් නම්, අයදුම් පත්‍රය සමග එක් පනතේ අදාළ ප්‍රකාශය ඉදිරිපත් කළ යුතුය.) ஆம் (ஆமெனின், விண்ணப்பப்படிவத்துடன் FATCA பிரகடனத்தை சமர்ப்பிக்க வேண்டும்) Yes (If yes, FATCA declaration has to be submitted along with application form)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
නැත (මම/අපි ඇප්.ජයේ විදේශ ගිණුම් බඳු අනුකූලතා පනත යටතේ ඇප්.ජයේ තැනැත්තෙක් බවට පත්වෙන්නේ නම්, එම කාරණය සහනාගිවෙනවා වනාම දැනුම් දීමට මම/අපි පොරොන්දු වෙමි/වෙමු.) இல்லை (அமெரிக்க சட்டத்தின் கீழ் ஓர் அமெரிக்கப் பிரஜையாக மாறுகின்ற சந்தர்ப்பத்தில் நான்/நாம் உடனடியாக சொல்லப்பட்ட தகவல்களை பங்குபற்றுபவருக்கு அறிவிப்பதற்கு பொறுப்பேற்றுக் கொள்கின்றேன்/கொள்கின்றோம்) No (In the event if I/We become a US person under FATCA of US, I/ We do hereby undertake to inform the said fact to the Participant immediately)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5. <b>රැකියාව</b> (✓ යොදා සලකුණු කරන්න.) <b>தொழில்</b> (✓ என அடையாளமிடவும்) <b>Employment</b> (Please mark placing a ✓)	<b>Main Holder</b>	<b>1<sup>st</sup> Joint Holder</b>	<b>2<sup>nd</sup> Joint Holder</b>
සේවා නියුක්ත / ,தொழில் செய்பவர் / Employed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ස්වයං රැකියා නියුක්ත / சுய தொழில் செய்பவர் / Self Employed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
වෘත්තිය/ව්‍යාපාරයේ ස්වභාවය / வாழ்க்கைத்தொழில்/வியாபாரத்தின் தன்மை / Occupation / Nature of Business			
ව්‍යාපාරයේ/සංවිධානයේ නම / வியாபாரத்தின் பெயர்/நிறுவனம் / Name of the Business / Organization			
කාර්යාලයේ ලිපිනය / அலுவலக முகவரி / Office Address			
දුරකථන අංකය / தொலைபேசி / Telephone			
ෆැක්ස් අංකය / தொலைநகல் / Fax			
විද්‍යුත් තැපෑල / மின்னஞ்சல் / E-mail			

Continued...

6. வர்ப்புக்காக எதிர்பார்க்கப்படுகின்ற முதலீட்டின் பெறுமதி (✓ என அடையாளமிடவும்) Expected Value of Investment per annum (Please mark placing a ✓)	Main Holder	1 <sup>st</sup> Joint Holder	2 <sup>nd</sup> Joint Holder
ரூ. 100,000 க்கு கீழ் / 100,000 ரூபாய்க்கு குறைவான தொகை / Less than Rs. 100,000 /	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ரூ. 100,000 க்கு மேல் ரூ. 500,000 க்கு கீழ் / 100,000 – 500,000 ரூபாய் / Rs 100,000 to Rs 500,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ரூ. 500,000 க்கு மேல் ரூ. 1,000,000 க்கு கீழ் / 500,000 – 1,000,000 ரூபாய் / Rs 500,000 to Rs 1,000,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ரூ. 1,000,000 க்கு மேல் ரூ. 2,000,000 க்கு கீழ் / 1,000,000 – 2,000,000 ரூபாய் / Rs 1,000,000 to Rs 2,000,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ரூ. 2,000,000 க்கு மேல் ரூ. 3,000,000 க்கு கீழ் / 2,000,000 – 3,000,000 ரூபாய் / Rs 2,000,000 to Rs 3,000,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ரூ. 3,000,000 க்கு மேல் ரூ. 4,000,000 க்கு கீழ் / 3,000,000 – 4,000,000 ரூபாய் / Rs 3,000,000 to Rs 4,000,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ரூ. 4,000,000 க்கு மேல் ரூ. 5,000,000 க்கு கீழ் / 4,000,000 – 5,000,000 ரூபாய் / Rs 4,000,000 to Rs 5,000,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ரூ. 5,000,000 க்கு மேல் ரூ. 10,000,000 க்கு கீழ் / 5,000,000 – 10,000,000 ரூபாய் / Rs 5,000,000 to Rs 10,000,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ரூ. 10,000,000 க்கு மேல் / 10,000,000 ரூபாய்க்கு மேல் / Over Rs 10,000,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7. வருமானத்தின் மூலம் (✓ என அடையாளமிடவும்) Source of funds (Please mark placing a ✓)	Main Holder	1 <sup>st</sup> Joint Holder	2 <sup>nd</sup> Joint Holder
வருமானம் / சம்பளம்/இலாப வருமானம் / Salary / Profit Income	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
பெறுமானம் / முதலீட்டின் பெறுமானம் / Investment Proceeds / Savings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
விற்பனை / வியாபாரம் / Sales and Business Turnover	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
கொள்முதல் / ஒப்பந்தம் பெறுமானம் / Contract Proceeds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
சொத்து விற்பனை / சொத்துக்கள் விற்பனை / Sales of Property/Assets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
தொகுப்பு / அன்பளிப்புகள் / Gifts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
தொகுப்பு / பணம் / (உள்நாட்டு/வெளிநாட்டு) / Donations / Charities (Local / Foreign)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
கமிசன் / தரகு வருமானம் / Commission Income	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
குடும்ப பண அனுப்பீடுகள் / Family Remittance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ஏற்றுமதி / ஏற்றுமதி மூலம் பெறுமானம் / Export proceeds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
பங்குதாரர் / அங்கத்துவப் பங்களிப்புகள் / Membership contribution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
பிற (கருவிகளைக் குறிப்பிடவும்) / ஏனையவை (தயவு செய்து குறிப்பிடவும்) / Others (Specify)			

8. வேறு எந்தவொரு தொழில்நுட்ப அல்லது தொழில்நுட்ப செயற்பாடுகள் / Any other connected Businesses/ Professional activities

9. <b>දේශපාලනයට සම්බන්ධ තැනැත්තන්</b> (✓ <b>යොදා සලකුණු කරන්න.</b> ) / அரசியல் ரீதியாக தொடர்புடைய நபர்கள் (PEPs) (✓ என அடையாளமிடவும்) / <b>Politically Exposed Persons (PEPs)</b> (Please mark placing a ✓)	Main Holder	1 <sup>st</sup> Joint Holder	2 <sup>nd</sup> Joint Holder
<p>ඔබ(ා) <b>දේශීය</b> වශයෙන් ප්‍රමුඛ පෙළේ හෙළි පෙනෙන කටයුත්තක් පවරා තිබෙන හෝ පවරා ඇති තැනැත්තන් වන්නේ ද? නිදසුනක් වශයෙන් ඊජයේ හෝ ආණ්ඩුවේ නායකයන්, ජ්‍යෙෂ්ඨ දේශපාලඥයන්, රාජ්‍ය, අධිකරණ, හෝ යුද සේවයේ ජ්‍යෙෂ්ඨ නිලධාරීන්, ඊජයට අයිති සංස්ථාවල ජ්‍යෙෂ්ඨ විධායක නිලධාරීන්, වැදගත් දේශපාලන පක්ෂයක නිලධාරීන් ද යන වග - පිළිතුර "ඔව්" නම්, කරුණාකර පැහැදිලි කරන්න</p> <p>நீங்கள் முக்கியத்துவம் வாய்ந்த பொதுத் தொழிற்பாடுகளோடு உள்ளநாட்டுரீதியாக பொறுப்பளிக்கப்பட்ட தனிப்பட்டவர்களா? உதாரணமாக நாட்டின் அல்லது அரசின் தலைவர்கள், சிரேஷ்ட அரசியல்வாதிகள், சிரேஷ்ட அரசு, நீதித்துறை அல்லது இராணுவ அதிகாரிகள், அரசு கூட்டுத்தாபனங்களின் சிரேஷ்ட நிறைவேற்றினர்கள், முக்கிய அரசியல் கட்சி அதிகாரிகள் ஆமெனின் விபரங்களைக் குறிப்பிடவும்</p> <p>Are you individuals who are or have been entrusted <b>domestically</b> by a with prominent public functions? For example, Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials. If "Yes" please explain.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>ඔබ(ා) <b>විදේශීය</b> රටකින් ප්‍රමුඛ පෙළේ හෙළි පෙනෙන කටයුත්තක් පවරා තිබෙන හෝ පවරා ඇති තැනැත්තන් වන්නේ ද? නිදසුනක් වශයෙන් ඊජයේ හෝ ආණ්ඩුවේ නායකයන්, ජ්‍යෙෂ්ඨ දේශපාලඥයන්, රාජ්‍ය, අධිකරණ, හෝ යුද සේවයේ ජ්‍යෙෂ්ඨ නිලධාරීන්, ඊජයට අයිති සංස්ථාවල ජ්‍යෙෂ්ඨ විධායක නිලධාරීන්, වැදගත් දේශපාලන පක්ෂයක නිලධාරීන් ද යන වග - පිළිතුර "ඔව්" නම්, කරුණාකර පැහැදිලි කරන්න</p> <p>நீங்கள் முக்கியத்துவம் வாய்ந்த பொதுத் தொழிற்பாடுகளோடு வெளிநாட்டுடனறினால் பொறுப்பளிக்கப்பட்ட தனிப்பட்டவர்களா? உதாரணமாக நாட்டின் அல்லது அரசின் தலைவர்கள், சிரேஷ்ட அரசியல்வாதிகள், சிரேஷ்ட அரசு, நீதித்துறை அல்லது இராணுவ அதிகாரிகள், அரசு கூட்டுத்தாபனங்களின் சிரேஷ்ட நிறைவேற்றினர்கள், முக்கிய அரசியல் கட்சி அதிகாரிகள் ஆமெனின் உறவுமுறையைக் குறிப்பிடவும்</p> <p>Are you individuals who are or have been entrusted with prominent public functions by a <b>foreign country</b>? For example, Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials. If "Yes" please explain the relationship</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>ඔබ(ා) සෘජුවම (පෙළපත්ත හෝ) හෝ විවාහයෙන් හෝ ඊට සමාන (සිවිල්) නවුලිකාරත්වයකින් හෝ <b>දේශපාලනයට මැදිහත් තැනැත්තකු සමග සම්බන්ධ</b> වන තැනැත්තන් වන්නේ ද? පිළිතුර "ඔව්" නම්, කරුණාකර පැහැදිලි කරන්න</p> <p>நீங்கள் நேரடியாக (இரத்த உறவு) அல்லது திருமணத்தினூடாக அல்லது அதேபோன்ற (குடியியல்) பங்குடமை வடிவங்களில் அரசியல் ரீதியாக தொடர்புடையவர்களுடன் நெருங்கிய உறவைக் கொண்டுள்ள தனிப்பட்டவர்களா? ஆமெனின் உறவு முறையைக் குறிப்பிடவும்.</p> <p>Are you individuals who are <b>related to a PEP</b> either directly (consanguinity) or through marriage or similar (civil) forms of partnership? If "Yes" please explain the relationship</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>ඔබ(ා) <b>සමාජමය වශයෙන් හෝ වෘත්තීමය වශයෙන්</b> දේශපාලනයට මැදිහත් තැනැත්තකු සමග සමීප සම්බන්ධතාවයකින් දක්වන වන තැනැත්තන් වන්නේ ද? පිළිතුර "ඔව්" නම්, කරුණාකර පැහැදිලි කරන්න</p> <p>நீங்கள் சமூக ரீதியாக அல்லது தொழிற்துறை ரீதியாக அரசியல் ரீதியாக தொடர்புடைய நபர்களுடன் நெருங்கிய உறவைக் கொண்டுள்ள தனிப்பட்டவர்களா? ஆமெனின் உறவு முறையைக் குறிப்பிடவும்</p> <p>Are you individuals who are closely <b>connected to a PEP, either socially or professionally</b>? If "Yes" please explain the relationship</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

10. <b>අවදානම</b> වර්ගීකරණය/இடர் வகைப்பிரிப்பு/Risk Categorization (කාර්යාලයීය ප්‍රයෝජනය සඳහා පමණි. / அலுவலகப் பாவனைக்கு மாத்திரம்/ Office use only)	Main Holder	1 <sup>st</sup> Joint Holder	2 <sup>nd</sup> Joint Holder
	L <input type="checkbox"/> M <input type="checkbox"/> H <input type="checkbox"/>	L <input type="checkbox"/> M <input type="checkbox"/> H <input type="checkbox"/>	L <input type="checkbox"/> M <input type="checkbox"/> H <input type="checkbox"/>

11. සුරැකුම්පත් ගිණුම සම්බන්ධයෙන් # සහභාගිකරුට උපදෙස් දීම සඳහා බලය ලත් පුද්ගලයා/පුද්ගලයින් (ගිණුම් හිමියාට අමතරව වෙනත් පුද්ගලයෙකු/පුද්ගලයින් ගිණුම සම්බන්ධයෙන් උපදෙස් ලබා දෙන්නේ නම් හෙතෙම බලය පැවරීමේ පත්‍රිකාව / අවර්ති බලපත්‍රය අමුණන්න). / பங்குபற்றுநருக்கு அறிவுறுத்தல்கள் வழங்குவதற்கு அங்கீகரிக்கப்பட்ட நபரின்/நபர்களின் பெயர்/பெயர்கள் (ஏற்புடையதாக இருந்தால் அட்டோணி தத்துவப்பத்திரம்/பதிலிப்பத்திரம் இணைக்கவும்)/ Name of the person(s) authorized to give instructions to the # Participant (Please Attach a duly certified copy of Power of Attorney – if applicable):

# සහභාගිකරු යනු මට්ටම් කොටස් තැරැව්කරු හෝ භාරකරු බැංකුව වේ. / பங்குபற்றுநர் என்பவர் உங்களது பங்குத்தரகர் அல்லது காப்பக வங்கி./ Participant means, your Stockbroker or Custodian Bank.

12. වෙනත් කරුණු /සටහන් (වෙනත්). / ஏனைய குறிப்புக்கள் (ஏதேனும் இருந்தால்) / Other remarks / notes (if any)

## CLIENT AGREEMENT

This Agreement is made and entered into on this ..... day of ..... Two Thousand and .....at Colombo.

### **By and Between**

(1) .....[bearing National Identity Card No./Company Registration No. ....]

of .....

(2) .....[bearing National Identity Card No./ Company Registration No. ....]

of .....

(3) .....[bearing National Identity Card No./ Company Registration No. ....]

of .....

(hereinafter sometimes jointly and severally referred to as the “**Client/s**”) of the **One Part**

### **And**

**HNB STOCKBROKERS (PVT) LIMITED** a company duly incorporated under the laws of Sri Lanka bearing Company registration No. **PV 3310** and having its registered office at **No. 53, Dharmapala Mawatha Colombo 03** (hereinafter referred to as “**the Stockbroker Firm**” which term or expression has herein used shall where the context requires or admits mean and include the said Stockbroker Firm, its successors and permitted assigns) of the **Other Part**;

**The Client/s and the Stockbroker Firm shall hereinafter be collectively referred to as “Parties” and each individually as “Party”.**

**WHEREAS** the Stockbroker Firm is a Member/Trading Member of the Colombo Stock Exchange (hereinafter referred to as the ‘**CSE**’) and is licensed by the Securities and Exchange Commission of Sri Lanka (hereinafter referred to as the ‘**SEC**’) to operate as a Stockbroker;

**AND WHEREAS** the Client/s is/are desirous of trading on the securities listed on the CSE through the said Stockbroker Firm and the Stockbroker Firm agrees to provide such services to the Client/s in accordance with the applicable Rules of the CSE, CDS, SEC and other applicable laws of Sri Lanka.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the Parties hereto as follows:

### **1.0 RIGHTS AND RESPONSIBILITIES OF THE CLIENT/S**

1.1 Subject to clause 1.5 below;

a) In the event of a Joint Account, the Client/s acknowledges that the Stockbroker Firm shall accept trading orders from either party and that such instructions shall be binding on all such joint holders and that **all payments by the Stockbroker Firm shall be made to the bank account number mentioned in the CDS Form 1** attached hereto. In the event the Client/s wishes to change the above instructions, he/she shall provide to the Stockbroker Firm in writing, the name/s of the persons ;

- authorized to give trading orders and settlement instructions; and,
- to whom payments by the Stockbroker Firm are to be made and bank details of such person.

b) In the event of a Corporate Account, the Client shall provide to the Stockbroker Firm, the name/s of specific directors and officers authorized to;

- trade in securities; and,
- execute all documentation for trading and settlement in the account,

together with a copy of the Board resolution certified by the Company Secretary evidencing same.

The aforesaid person/s shall hereinafter be referred to as ‘authorized person/s’.

1.2 The Client/s shall notify the Stockbroker Firm in writing, if there is **any change** in the contact and/or other information provided by the Client/s to the Stockbroker Firm, **within seven (7) calendar days of such change**.

1.3 Subject to clause 1.5 below, in the event the Client/authorized person(s) (as applicable) intends to purchase and/or sell securities, the Client/authorized person(s) (as applicable) shall give specific order instructions to the Investment

Advisor (an employee of the Stockbroker Firm, who is certified by the CSE/SEC to deal with Clients) assigned to deal with the Client/s regarding same.

- 1.4 The Client/authorized person(s) (as applicable) authorize/s the Stockbroker Firm to accept order instructions given by the Client/authorized person(s) (as applicable) to the Stockbroker Firm pertaining to the CDS Account of the Client/s through electronic means and other means including telephone, Short Message Service (SMS), E-mail and Fax. The order instructions provided by the Client/authorized person(s) (as applicable) through aforesaid means shall not be revoked or withdrawn by the Client/authorized person(s) (as applicable) after the execution of the order and shall therefore be confirmed.
- 1.5 If the Client/s intends the Stockbroker Firm to use the Stockbroker Firm's own judgment, expertise and discretion to buy and/or sell securities on behalf of the Client/s, the Client/s shall provide the prior written authorization to the Stockbroker Firm for same.

The said written authorization provided by the Client/s to the Stockbroker Firm shall clearly include the following;

- Name of the Client/s and the CDS Account Number;
- Effective Date of the authorization;
- Applicable period of the authorization;
- Investment objective (short time, long term, trading in any specific industry, any other specifications); and,
- Purpose of giving discretion to the Registered Investment Advisor.

- 1.6 **The Client/s shall ensure that cleared funds are made available to the Stockbroker Firm in respect of the securities purchased by the Stockbroker Firm on behalf of the Client/s, by 09.00 hours on the settlement date of such purchase transaction and if the Client/s fail/s to make payment as aforesaid, the Stockbroker Firm may, at its absolute discretion, charge an interest commencing from the day after the settlement date at a rate decided by the Stockbroker Firm, but not exceeding 0.1% per day as specified in the Stockbroker/Stock Dealer Rules of the CSE.**

The Client/s shall accept the liabilities arising from all authorized transactions executed in the CDS Account of the Client/authorized person(s) (as applicable) by the Investment Advisor.

- 1.7 **The Client/s shall agree and undertake to examine and verify the entries in the contract notes, CDS Statements and Statements of Accounts tendered to the Client/s and if there is any discrepancy in the entries shown on such Statements of Accounts the Client/s agree and accept it as it is his/her responsibility to point out the same. Further, it shall be the Client/s responsibility to check the status of his/her CDS account periodically and inform the Stockbroker Firm of any non-receipt of contract notes, CDS statements and statements of accounts in writing under registered post.**

**If the Client/s has/have a complaint against the Stockbroker Firm relating to a particular transaction/s, the Client/s shall first refer such complaint to the Compliance Officer of the Stockbroker Firm, in writing, within a period of three (3) months from the date of the transaction/s. In any event any discrepancy not so pointed out by the Client/s within the stipulated time period as given above or as stipulated in the relevant documents, it shall be conclusively settled between the Client/s and the Stockbroker Firm.**

Where the Client/s is/are not satisfied with the decision given by the Stockbroker Firm or the manner in which the complaint was dealt with by the Stockbroker Firm, the Client/s may refer the complaint to the CSE, in writing, in accordance with the Procedure set out by the CSE (which is available on the CSE website, [www.cse.lk](http://www.cse.lk)).

- 1.8 **The Client/s agree/s that the Stockbroker Firm may, at its absolute discretion, sell not only the securities in respect of which payment has been defaulted by the Client/s, but also any other securities lying in the CDS Account of the Client/s in respect of which payment has been made by the Client/s, in full or part, in order to enable the Stockbroker Firm to recover the monies due to the Stockbroker Firm from the Client/s including interest and other applicable charges.**
- 1.9 The Client/s shall not;
- a. use any funds derived through illegal activity for the purpose of settling purchases of securities to the Client's CDS Account.
  - b. enter into any verbal or written agreement/s with the employee/s of the Stockbroker Firm to share profits arising from the transactions carried out on behalf of the Client/s by the Stockbroker Firm.

## **2.0 RIGHTS AND RESPONSIBILITIES OF THE STOCKBROKER FIRM**

- 2.1 Subject to clause 2.3 below;

- a) In the event of a Joint Account, the Stockbroker Firm shall accept order instructions from either party and **shall make payments to the bank account number specified in the CDS Form 1** attached hereto.

- b) In the event of a Corporate Client Account, the Stockbroker Firm shall obtain from the Client/s, the name/s of specific directors and officers authorized to;
  - trade in securities; and,
  - execute all documentation for trading and settlement in the account,
 together with a copy of the Board resolution certified by the Company Secretary evidencing same.
- c) the Stockbroker Firm shall carry out all transactions based on the specific order instructions provided by the Client/authorized person(s) (as applicable) through the communications channels specified in clause 1.4 of this Agreement.
- 2.2 Prior to accepting any orders from a third party on behalf of the Client/s, the Stockbroker Firm shall first obtain the written authorization of the Client/s empowering the third party to trade on behalf of the Client/s through the Client's CDS Account.
- 2.3 The Stockbroker Firm shall not exercise the discretion to buy or sell securities on behalf of the Client/s, unless the Client/s has/have given prior written authorization to the Stockbroker Firm to effect transactions for the Client/s without his/their specific order instructions as set out in clause 1.5 of this Agreement.
- 2.4 The Stockbroker Firm shall send to the Client/s in electronic form to the e-mail address provided by the Client/s for such purpose a note confirming the purchase and/or sale of securities (bought/sold note) by the end of the trade day (T).
- 2.5 The Stockbroker Firm shall send a Statement of Accounts to the Client/s who is/are debtor/s over Trade Day + 3 (T+3), on a monthly basis by the 7<sup>th</sup> day of the following month. This should apply when the client/s has/have had transactions during the month and the "interest charged on delayed payment" should also be considered as a transaction for this purpose. Such Statement of Accounts shall specify the transactions in the account including receipts and payments during the month under reference.
- 2.7 The Stockbroker Firm shall provide a copy of its latest Audited Financial Statements filed with the CSE to a Client/s, upon request by such Client/s.
- 2.8 The Stockbroker Firm shall communicate in writing, directly with its Client/s in respect of statements, bought/sold notes or any other information unless the Client/s has/have authorized the Stockbroker Firm otherwise in writing.
- 2.9 The Stockbroker Firm shall ensure that 'cleared funds' are made available to the Client(s) /authorized person(s) (as applicable) on the settlement date, unless the Client/s has/have expressly permitted the Stockbroker Firm, in writing, to hold the sales proceeds for future purchases and **such payments shall be made directly to the bank account specified by the Client/s at the account opening stage (CDS Form 1).**
- 2.10 Upon the request of the Client/s, the Stockbroker Firm may:
  - a) extend credit facilities to the Client/s solely for the purpose of purchasing securities on the CSE and in accordance with the applicable Rules set out in the CSE Stockbroker Rules and terms and condition mutually agreed to between the Client/s and the Stockbroker Firm by way of a written agreement for extension of such facilities.
  - b) provide internet trading facilities to such Client/s based on a written agreement mutually agreed between the Client/s and the Stockbroker Firm, in accordance with the requirements applicable to Internet Trading published by the CSE from time to time.
- 2.11 The Stockbroker Firm shall assign a Registered Investment Advisor to deal with the Client/s and shall inform such Client/s regarding the name and contact details of the Registered investment Advisor assigned to such Client/s. Further, the Stockbroker Firm shall inform the Client in writing regarding any change to the Registered Investment Advisor within seven (7) Calendar Days of such change.
- 2.12 The Stockbroker Firm shall forthwith notify the Client/s in writing, if there is any material change in contact or other information provided to the Client/s by the Stockbroker Firm.
- 2.13 The Stockbroker Firm undertakes to maintain all information of the Client/s in complete confidence and the Stockbroker Firm shall not disclose such information to any person except in accordance with the Stockbroker Rules of the CSE.
- 2.14 The Stockbroker Firm shall disclose to the Client/s, the existence of any incentive scheme applicable for employees of the Stockbroker Firm, which is based on turnover generated from the transactions carried out by the employees for the Client/s.
- 2.15 The Stockbroker Firm may recover any outstanding balance arising from the purchase of securities of the Client/s from the sales proceeds due to the buyer only in the circumstances set out in the Stockbroker Rules of the CSE.
- 2.16 The Stockbroker Firm shall provide services to the Client/s in compliance with the applicable Rules of the CSE, CDS, SEC and other applicable laws of Sri Lanka.

### 3.0 **RISK DISCLOSURE STATEMENT**

- 3.1 The Stockbroker Firm agrees that a member of its staff who is authorized by the Board of Directors of the Stockbroker Firm to make declarations on behalf of the Stockbroker Firm has explained the applicable Risk Disclosures to the Client/s and has executed the declaration set out in Schedule 1 hereto in proof of same and such Schedule 1 shall form part and parcel of this Agreement.

- 3.2 The Client/s agree/s and acknowledge/s that he/she/it has understood the Risk Disclosures explained by the Stockbroker Firm and executed the Acknowledgement set out in Schedule 2 hereto and such Schedule 2 shall form part and parcel of this Agreement.

#### **4.0 INDEMNITY AND LIMITATION OF LIABILITY**

- 4.1 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.
- 4.2 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.

#### **5.0 TERMINATION**

- 5.1 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.
- 5.2 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.
- 5.3 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.

#### **6.0 GENERAL**

- 6.1 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.
- 6.2 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.

In the event of any contradiction between the terms and conditions hereof and the applicable Rules, Regulations, Guidelines and Directions issued by SEC, Rules and Circulars of the CSE or other applicable laws of Sri Lanka, the applicable Rules, Regulations, Guidelines and Directions issued by SEC, Rules and Circulars of the CSE or other applicable laws of Sri Lanka (as applicable) shall prevail.

- 6.3 By entering the Client/s data in the Central Depository System (CDS) Account opening forms and any other forms, documents and/or agreements provided by HNB Stockbrokers (Pvt) Limited from time to time, the Client/s hereby expressly accept the processing of his/her/their personal data and understand that, as provided for under any regulation laying down specific provisions for the protection of persons with regard to the processing of personal data applicable to such Client/s, the Client/s is/are entitled to exercise his/her/their data subject rights by sending an email to [compliance@hnbstockbrokers.com](mailto:compliance@hnbstockbrokers.com).

**IN WITNESS WHEREOF** the Parties to the Agreement have set their respective hands hereto and to one (01) other of the same tenor and date as herein above mentioned.

**Signature of the Client(s)/Authorized  
Signatory of the Client(s) & Common  
Seal (if Corporate)**

1..... 2. ....

3.....

**Witness:**

.....

**Authorized Signatory of the Stockbroker Firm**

.....

**Witness:**

.....

#### **FOR OFFICIAL USE ONLY**

Client came in person to open the Account

☐

Yes

☐

No

**Advisor** .....

**Signature** .....

**Compliance Officer** .....

**Date** .....

**DECLARATION**

I, ....., an employee of **HNB STOCKBROKERS (PVT) LIMITED** ('Stockbroker Firm'), who is duly authorized by the Board of Directors of the Stockbroker Firm to make declarations on its behalf hereby confirm that the following risks involved in investing/trading in securities listed on the Colombo Stock Exchange ('Risk Disclosure Statements') were clearly explained by me to the said Client/s and invited the Client/s to read the below mentioned Risk Disclosure Statements, ask questions and take independent advice if the Client/s wish/es to:

- a) The prices of securities fluctuate, sometimes drastically and the price of a security may depreciate in value and may even become valueless.
- b) It is possible that losses may be incurred rather than profits made as a result of transacting in securities.
- c) It is advisable to invest funds that are not required in the short term to reduce the risk of investing.

Signed on behalf of the Stockbroker Firm by the above named ;

<b>Signature</b>	<b>Designation</b>	<b>Date</b>	<b>NIC No.</b>

**ACKNOWLEDGEMENT**

I/We, (1).....[bearing National Identity Card No./Company Registration

No.....]of .....

(2)..... [bearing National Identity Card No./Company Registration

No.....]of .....

(3)..... [bearing National Identity Card No./Company Registration

No.....]of .....

agree and acknowledge that the following risks involved in investing/trading in securities listed on the Colombo Stock Exchange ('Risk Disclosure Statements') were explained to me/us by the above mentioned employee of **HNB STOCKBROKERS (PVT) LIMITED** ('Stockbroker Firm'), and I/we was/were invited to read the below mentioned Risk Disclosure Statements, ask questions and take independent advice if I/we wish to.

Additionally, I/we acknowledge that I/we understood the following Risk Disclosure Statements;

- a) The prices of securities fluctuate, sometimes drastically and the price of a security may depreciate in value and may even become valueless.
- b) It is possible that losses may be incurred rather than profits made as a result of transacting in securities.
- c) It is advisable to invest funds that are not required in the short term to reduce the risk of investing.

(1)..... (2)..... (3).....

**Signature/s of the Client/s & Common Seal (if Corporate)**

**Date .....**



AGREEMENT FOR EXTENSION OF CREDIT

This Agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_20\_\_ in Colombo in the Democratic Socialist Republic of Sri Lanka

By and Between

FOR INDIVIDUALS/ JOINT ACCOUNTS

1. \_\_\_\_\_[holder of NIC/Passport No. \_\_\_\_\_] of \_\_\_\_\_  
\_\_\_\_\_.
2. \_\_\_\_\_[holder of NIC/Passport No. \_\_\_\_\_] of \_\_\_\_\_  
\_\_\_\_\_, and
3. \_\_\_\_\_[holder of NIC/Passport No. \_\_\_\_\_] of \_\_\_\_\_  
\_\_\_\_\_.

[hereinafter called and referred to as the “**the Borrower/Client/Clients** ”, which term and expression as herein used shall mean and include the said \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, his/her/their heirs, administrators and executors] of the **FIRST PART**

FOR CORPORATE BODIES

\_\_\_\_\_ of  
No. \_\_\_\_\_ / \_\_\_\_\_ (bearing registration  
no.....), a company incorporated in Sri Lanka and having its registered office at.....  
(hereinafter sometimes called and referred to as “**the Borrower/Client/Clients**” which term or expression as herein used shall where the context so requires or admits mean and include the said \_\_\_\_\_ its successors and permitted assigns) of the **FIRST PART**

And

**HNB STOCKBROKERS (PVT) LIMITED** a Company duly incorporated under the Companies Act.No.07 of 2007 with registration no PV 3310 and having its Registered Office at **No. 53, Dharmapala Mawatha, Colombo 03** in the said Republic (hereinafter sometimes called and referred to as the “**the Company**” which term or expression as herein used shall where the context so requires or admits mean and include the said **HNB STOCKBROKERS (PVT) LIMITED** its successors and permitted assigns) of the **SECOND PART**.

**WHEREAS** the Borrower/Client has requested the Company to extend credit for the purchase of securities on the Colombo Stock Exchange and the Company has agreed to grant the Borrower/Client financial facilities for the said purpose subject to the terms and conditions hereinafter mentioned.

NOW THIS AGREEMENT WITNESSETH:

1.0 Definition

1. For the purpose of this Agreement
- (a) “**Amendment Notice**” shall have the meaning set forth in clause 20.0 below.

(b) “**CDS**” means the Central Depository Systems (Pvt) Ltd., (a wholly owned subsidiary of the Colombo Stock Exchange (CSE) and includes its successors and assigns);

(c) “**CDS Account**” means the account maintained by the Borrower/Client with the Company in the CDS for the purpose of depositing and maintaining the Pledged Securities;

(d) “**CSE**” means the Colombo Stock Exchange;

(e) “**Facility**” means the extension of credit to the Borrower/Client as set out in clause 2.0 below, subject to the terms and conditions hereunder and as may be prescribed by the SEC/CSE from time to time for the purposes of purchasing Securities, which facilities shall be varied, increased, decreased or determined in the absolute discretion of the Company”, without assigning any reason therefor ;

(f) “**Limit**” means the maximum amount the Borrower/Client could borrow at any given time (subject to the limitations contained in this Agreement);

(g) “**Market Day**” means any day on which the Colombo Stock Exchange (CSE) is open for trading ;

(h) “**Pledged Securities**” means (i) the securities in the CDS Account and pledged with the company (ii) all Securities purchased out of the Facility and (iii) all dividends interest and other distributions which may now or hereinafter be declared made paid on the Securities

(i) “**Securities**” shall mean shares and/or such other securities as may be determined by the Company that are issued by public listed companies, which are listed on the CSE and/or to be listed on the CSE under and in terms of initial public offerings ;

(j) “**SEC**” means the Securities and Exchange Commission of Sri Lanka established under and in terms of the Securities and Exchange of Sri Lanka Act no 36 of 1987 (as amended);

(k) “**Shortfall**” means the difference between the Limit and the Value of Pledged Securities and such securities marked to market at the end of each market day. The shortfall varies daily and shall depend on the market value of the portfolio and the amount already borrowed and shall be determined by the Company at its sole discretion;

(l) “**Transaction**” means purchase sale of securities and all rights moneys property and or other advantages accruing or offered at any time in respect of any of the securities in the Borrower/Client’s CDS Account through the company.

(m) “**Value**” means the value of the Pledged Securities marked to market as traded on the Stock Exchange at the end of each market day.
2. In this Agreement where the context so admits:-
- (a) Words importing the masculine gender include the feminine or neuter gender.

(b) Words in the singular include the plural and words in the plural include the singular ;

(c) The word “person” include any company or association or body of persons, corporate or unincorporated.

(d) for the purpose of calculating interest charged under the provisions hereof the word “annum” means a continuous period of three hundred and sixty five (365) days.

2.0 Facility

The Company shall provide, grant and make available such sums of monies to the Borrower/Client, as may be agreed upon between the Company and the Borrower/Client, subject to the terms and conditions hereinafter set forth and as may be prescribed by the SEC/CSE from time to time, for the purposes of purchasing Securities, which sums shall be varied, increased, decreased or determined in the absolute discretion of the Company, without assigning any reason therefor and the Borrower/Client agrees that such sums of money shall be used solely for the purpose of purchasing Securities (“**Facility**”).

### 3.0 Payment on Demand and Interest

In consideration of the Company granting or agreeing to grant the Facility for the purpose of purchase of Securities, to such extent and for so long as the Company may think fit, the Borrower/Client hereby covenants and undertakes that:-

1. To be bound by the terms and conditions of this Agreement and by the rules and regulations, circulars and directives issued from time to time by the SEC and the CSE in relation to credit extension.
2. To pay to the Company, brokerage and statutory levies as are prevailing from time to time. The Client agrees that it shall not charge brokerage at a rate which is higher than the maximum brokerage permissible by law.
3. In addition to the brokerage referred to above, to pay on demand to the Company, all such sums of monies which are now or shall from time to time be due or owing to the Company by the Borrower/Client or which the Borrower/Client may be or become liable to pay to the Company in any manner whatsoever and all other liabilities whether ascertained or contingent or any payments, the Facility made to or for the use or accommodation of or on behalf of the Borrower/Client together with, in all cases aforesaid, interest plus any applicable government levies and taxes payable thereon or at such other rate or rates as the Company may from time to time stipulate at its sole discretion, and
4. To conduct all Transactions relating to Securities exclusively through the Company.

### 4.0 Borrower/Client's Instructions in relation to Securities and Pledged Securities

1. It is expressly agreed between the parties that the Company is not acting as manager of the Borrower/Client's Pledged Securities.
2. The Company shall always act according to the instructions of the Borrower/Client unless:-
  - (a) the value of the Pledged Securities lies below "the Limit" or
  - (b) The Borrower/Client has failed to meet a demand of the Company to pay the Company as per clause 2.0 of this Agreement; or
  - (c) The Company is unable to contact the Borrower/Client
 in such event the Company shall have the discretion to act without the consent of or prior notice to the Borrower/Client.
3. The Company shall be entitled to assume that any instructions received by it from the Borrower/Client (oral or written) are genuine and shall be under no obligation to make inquiries to ensure that the instructions of the Borrower/Client are in fact genuine and the Borrower/Client hereby expressly acknowledges that the Company shall not be responsible or liable for any Transaction made by the Company pursuant to the instructions received as aforesaid.
4. Immediately upon the Facility being granted, the Borrower/Client hereby irrevocably authorizes the Company and the Company is hereby authorized, delegated and granted the full, complete and exclusive authority to deal with all the Borrower/Client's Securities with the Company at all times whatsoever together with all dividends, interest, and all shares, bonds, securities (including the dividends and interest thereon) rights, moneys or property accruing or offered at any time by way of allotment, redemption, accretion, bonus, benefit, preference, option or otherwise as continuing security for the payment on demand to the Company the Facility owing or remaining unpaid, notwithstanding the termination of this Agreement for any cause whatsoever.

### 5.0 Authority and Power to sell Securities

In the exercise of the powers conferred by Clause 3.0 above, the Borrower/Client hereby irrevocably authorizes/instructs the Company:-

1. to sell any Securities owned by the Borrower/Client and to deal or negotiate with or any other stockbroker(s) or institution(s) engaged in the purchase or sale of Securities and to deal with any other matters relating to the sale of any Securities as the Company may think fit, in order to make good and compensate for any loss or damages incurred or sustained by the Company as a result of the Borrower/Client's default in making payments lawfully due to the Company;
2. for more perfectly and effectively enabling the Company to exercise all the rights, powers and authorities hereinbefore mentioned in these presence and to enforce the rights of recovery of all monies which have become due and payable to the Company under this Agreement, the Borrower/Client hereby irrevocably appoints the Company and/or a Director and/or the Chief Executive Officer or a Manager of the Company to be the Attorney of the Borrower/Client and for and in the name of the Borrower/Client to purchase at such price and on such terms as the Company determines at its absolute discretion Securities for and on behalf of the Borrower/Client and to sell or dispose of at such price and on such terms as the Company determines at its absolute discretion all or any of the Pledged Securities and to sign execute and deliver in the name of the Borrower/Client or otherwise all such agreements contracts discharges and receipts in respect of such sale or disposal and to claim demand sue for or receive and give effectual receipts and discharges for all monies which have become payable under this Agreement and to do and perform all acts deeds matters and things which may be necessary or incidental to these presents or which the said Attorney may in its or his absolute discretion think fit.
3. Generally to do execute and perform all such further and other acts deed matters and things whatsoever which the Attorney shall or may think necessary or proper to be done concerning any of the aforementioned rights.
4. The Borrower/Client agrees that all of the above actions by the Company or its Attorney may be done without notice to the Borrower/Client.
5. The Borrower/Client agrees not to hold the Company liable for the aforesaid actions and agrees to pay on demand any deficiencies that may arise pursuant to such sale or disposal.
6. Any instructions issued by an authorized representative of the Borrower/Client, shall be binding on the Borrower/Client. In this regard, the Borrower/Client undertakes to deposit a letter of authority authorizing such representative to deal in Securities on behalf of the Borrower/Client.
7. In the event of death or insolvency of the Borrower/Client or the Borrower/Client becoming otherwise incapable of dealing in Securities the Borrower/Client has ordered to be bought/sold, the Company may close the Transaction and claim losses, if any, against the estate/liquidation proceeds.
8. The Borrower/Client agrees that the Company shall be entitled to recover any loss incurred by the Company in connection with this Agreement from the Borrower/Client even after termination of this Agreement.
9. In addition to the specific rights set out herein, the Company and the Borrower/Client shall be entitled to exercise any other rights which the Company and the Borrower/Client may have under the applicable rules, regulations, circulars, directives of the SEC/CSE and any other applicable laws, rules and regulations.

### 6.0 Borrower/Client's Covenants

1. Prior to the activation of the Facility, the Borrower/Client shall, if requested to do so by the Company, execute in favour of and deliver to the Company a mortgage bond substantially in the form set out in the Schedule hereto over the Pledged Securities as collateral for the Facility.
2. The Borrower/Client undertakes to execute in favour of and deliver to the Company, such further documents as may be required by the Company in respect of the Facility.

3. Upon activation of the Facility the Company may apply the Facility in or towards the purchase of Securities, which the Borrower/Client has instructed the Company to purchase on his behalf. Such Securities purchased shall be deemed deposited with the Company as collateral.
4. The Borrower/Client covenants with the Company to ensure that the credit extended does not exceed 50% of the Value of the Pledged Securities.
5. In the event the Value of Pledged Securities falls by 25% the Borrower/Client undertakes and agrees to meet the Shortfall by the next Market Day as may be required by the Company. The Company has the authority to sell the Pledged Securities at any time if the Shortfall is not met by the Borrower/Client as aforesaid.
6. In the event, the proceeds of a sale of Pledged Securities by the Company under sub-clause 5 of this clause 6.0 are inadequate to meet the Shortfall, the Borrower/Client hereby agrees and undertakes to sell or cause the sale of Securities held in any accounts (other than the CDS Account) maintained by the Borrower/Client with the Company or another stockbroker in the CDS including margin trading accounts and joint accounts and to utilize the proceeds of such sale to meet the Shortfall.
7. The Borrower/ Client hereby agrees and undertakes that the Company shall be entitled to, at its absolute discretion, accept or not accept any request made by the Borrower/Client in writing or otherwise to not sell a particular Security/Securities in expectation of an increase in the price of such Securities and that in the event the Borrower/ Client makes such request to the Company, the Company shall not be liable for any loss or damage suffered by the Borrower/Client due to or as a result of the Company accepting or not accepting such request or due to a decrease in the price of such Security/Securities.

#### 7.0 Demand

A demand shall be made by the Company by phone to a contact phone number or fax to be furnished by the Borrower/Client at the time of making the application for the Facility and such phone call or fax to be confirmed by a written demand to the address hereinbefore stated. The demand shall be deemed to be made at the time of the first phone call or fax message whether or not the Borrower/Client has been reached at the contact phone or fax number and whether or not the subsequent written demand has been delivered to the address hereinbefore stated.

#### 8.0 Determination of Finance Facility

1. The Company shall have the right at any time in its absolute discretion and without having to furnish any reason therefor to determine the Facility by giving seven days (7) written notice of such determination to the Borrower/Client and make a demand for the immediate settlement of the amounts due to the Company.
2. It shall be lawful for the Company at any time or times during the continuance of the security created herein without any notice to or any consent from or concurrence by the Borrower/Client to sell or realize the Pledged Securities in such manner and upon such terms and conditions as the Company shall think fit in its absolute discretion and to apply the net proceeds of such sale in or towards the discharge of the Facility or at the Company's discretion hold them in suspense for whatever period the Company may think necessary. The Company shall not be responsible for any loss from the sale of the Pledged Securities or for any loss or depreciation in the value of any of such Pledged Securities arising from or through any cause whatsoever.
3. It shall be lawful for the Company and/or its Attorney to request payment of and receive all interest, dividends and other payments or distributions on the Pledged Securities.

#### 9.0 Declaration and Indemnity

It is hereby expressly agreed and declared as follows:

1. The Company shall not be under any duty to take any action but shall not be precluded from so doing in its absolute discretion without reference or notice to the Borrower/Client regarding attendance at meetings or voting in respect of the Pledged Securities or registration of Pledged Securities or regarding any merger, consolidation, reorganization receivership, bankruptcy or insolvency proceedings, compromise or arrangement or the deposit of any of the Pledged Securities in connection therewith or otherwise, nor shall the Company be under any duty to investigate or participate therein or take any affirmative action in connection therewith except upon receipt of written instructions from the Borrower/Client and upon such conditions including the giving of an indemnity to the Company and provision for fees and charges as the Company may require.
2. The Borrower/Client shall at all times indemnify and keep fully indemnified the Company and/or its employees, Attorneys, nominees, agents and correspondents against any and all expenses liabilities claims and demands whatsoever in under or arising out of the Company's holding of Pledged Securities or any act done hereunder.
3. The Borrower/Client hereby acknowledges that the Pledged Securities are deposited with the Company at the risk of the Borrower/Client and on the understanding that the Company shall not be liable for any loss or damage or whatsoever acts or things done or omitted to be done in respect of the Pledged Securities except arising from or occasioned by the direct negligence or wrongful act of the Company.
4. The Company shall not recognize any trust or equity in respect of the Pledged Securities.
5. The Company shall act strictly as the agent of the Borrower/Client in respect of all dealings of Pledged Securities and the Borrower/Client shall remain principally liable for all dealings, negotiations and transactions entered into hereunder by the Company.
6. The Company shall have the right at any time and from time to time to appoint an attorney, nominee, agent or any other person to enforce and/or perform and/or facilitate the performance of any or all its rights and obligations hereunder.

#### 10.0 Additional Documents

At any time or times hereafter prior to the total discharge of the facilities the Borrower/Client shall upon demand and at his own cost, including stamp duty and legal fees and other charges execute and do all such transfers, assurances and things for assuring and vesting the full legal title to the Pledged Securities to and in the Company or any purchaser from the Company under an exercise of the power of sale herein contained and as may be reasonably required by the Company or the said purchaser. If the Borrower/Client defaults in the payment of any costs, fees or charges referred to herein, the Company shall have the right to sell the Pledged Securities to facilitate the settlement of such costs, fees and charges.

#### 11.0 Continuing Security

The security hereby created shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or any part of any sum or sums of money owing as aforesaid but shall be a continuing security to the Company and extend to cover any sum or sums of money which shall for the time being constitute the balance due or owing from the Borrower/Client to the Company on the Facility granted hereunder.

#### 12.0 Duly and Punctuality Pay all Payments

The Borrower/Client will during the continuance of this security duly and punctually pay all calls, installments, expenses, liabilities, claims, demands and other payments that may be made or become due in respect of the Facility. The Company shall not be under any duty to take any action or otherwise (including notifying the Borrower/Client) but shall not be precluded from so doing in its absolute discretion, without reference or notice to the Borrower/Client regarding any conditional, or preferential or other right to subscribe for Pledged Securities, or any other option offered with respect to the Pledged Securities except that the Borrower/Client shall if he wishes to exercise such right or option pay to the Company any necessary monies required for the subscription or exercise of any such right or option.

In default of the Borrower/Client making the payments herein the Company may make such payments and all sums so paid by the Company with interest thereon at the rate herein mentioned or at such other rate as may be fixed by the Company shall be repaid by the Borrower/Client and shall be charged upon the Pledged Securities.

**13.0 Information**

The Borrower/Client hereby covenants with the Company as follows: -

1. That the Borrower/Client shall supply immediately on request to the Company all statements, information, material and explanation as may be reasonably required from time to time.
2. That where the Borrower/Client is in default of payment of legal fees, stamp duty or other out-of-pocket expenses incurred by the Company, the Company may at its discretion, where applicable, meet such expenses and shall have the right to charge interest on all such amounts due and unpaid or extended on behalf of the Borrower/Client at ( %) **per annum** or at such other rate or rates as the Company shall determine at the time, and the Company shall have the right to debit the Borrower/Client’s account.
3. That the Company shall have the right at any time to debit the Borrower/Client’s account with interest, commission, charges, fees, charges and all monies incurred in connection with the Facilities and/or the enforcement thereof and once so debited shall be a charge on the Pledged Securities.

**14.0 Lien**

This security shall be in addition to and shall not be in any way prejudiced or affected by any collateral or other security now or hereafter held by the Company for all or any part of the moneys hereby secured nor shall such collateral or other security or any lien to which the Company may be otherwise entitled (including any security charge or lien prior to the date of these presents on the Pledged Securities) or any part of moneys hereby secured be in any way prejudiced or affected by this security.. All moneys received by the Company from the Borrower/Client may be applied by the Company to any account or item of account or any transaction to which the same may be applicable.

**15.0 Not to be determinable by the Borrower/Client**

This security may be enforced by the Company at any time and shall not be determinable by the Borrower/Client except on the Borrower/Client making full payment for all outstanding liabilities or obligations to the Company.

**16.0 Change in constitution of the Company**

This security and the Borrower/Client’s liability hereunder shall continue to be in full force and effect and be binding on the Borrower/Client notwithstanding:-

- (a) any change by amalgamation reconstruction or otherwise which may be made in the constitution of the Company by which the business of the Company may for the time being be carried on and shall be available to the company carrying on the business of the Company as the case may be for the time being; or
- (b) the death, insanity, bankruptcy or any other disability of the Borrower/Client.

**17.0 Not to be Prejudice**

No assurance, security or payment which may be avoided under any statute relating to bankruptcy, or is otherwise avoided in any manner, and no release, settlement or discharge which may have been given or made on the faith of any such assurance, security or payment shall prejudice or affect the Company’s rights to recover from the Borrower/Client the interest and all sums of money to the full extent hereunder as if such assurance, security, payment release, settlement or discharge (as the case may be) had never been granted given or made.

**18.0 Evidence of Indebtedness**

A certificate in writing by an authorized officer of the Company as to the moneys and liabilities for the time being due to or incurred by the Company shall be accepted by the Borrower/Client as conclusive evidence of the amount owing to the Company by the Borrower/Client at the date of such certificate.

For the purposes of the above clause, a computer generated account statement forwarded by an authorized officer of the Company shall be deemed to be a certificate in writing by an authorized officer of the Company.

**19.0 Notice of Demand**

Without prejudice to the provisions contained in clause 6.0 above, any notice or demand under this Agreement may be made by the Company under the hand of its Director(s) or Authorized Officer(s) as Secretary, Manager, Accountant, Legal Officer or by any person or firm for the time being acting as the Attorneys-at-law for the Company by letter addressed to the Borrower/Client and sent by registered post or delivered to the address hereinbefore stated or the last known address and a notice or demand so given or made shall be deemed to be given or made or received on the day it was so delivered or the day following that on which it is posted as the case may be.

**20.0 Binding Effect**

This Agreement shall be binding on the Borrower/Client and his heirs, executors, administrators or legal representatives.

**21.0 Amendments**

The terms and conditions of this Agreement shall not be altered, amended or modified except in writing executed by or by an authorized representative of the parties to the Agreement.

Provided however that in the event the Company is, at its absolute discretion, of the view that an amendment to the Agreement is necessary due to a change in the law or the rules and regulations promulgated by the SEC or the CSE, the Company shall notify the Borrower/Client by notice in writing of such amendment by setting forth the content of the amendment and the details of the change in the relevant law, rule or regulation which renders such amendment necessary (“**Amendment Notice**”). Unless the Borrower/Client has notified the Company by notice in writing sent by registered post, within [ten (10)] Market Days from the date of the Amendment Notice that the amendment proposed in the Amendment Notice is not acceptable to the Borrower/Client, the Borrower/Client shall be deemed to have accepted and agreed to the amendment proposed in the Amendment Notice and such amendment shall be deemed to be effective and form and be read as part and parcel of the Agreement from the date of the Amendment Notice.

**22.0 Governing Law**

This Agreement and the security hereunder shall be governed and construed in all respects in accordance with the laws of Sri Lanka.

**23.0 Term**

This Agreement is deemed to have commenced on the date hereof and shall continue in force until such time it is terminated in hereinafter provided.

**24.0 Termination**

Either party may terminate this Agreement by giving notice in writing of not less than 30 days to the other party. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of any Transaction engaged in prior to the termination of the Agreement shall continue to subsist and be binding on the respective parties, his heirs, executors and administrators or successors and assigns as the case may be.

**25.0 Prescription**

The monies due by the Borrower/Client to the Company in respect of this Facility Agreement and interest, taxes and other charges shall be recoverable from the Borrower/Client notwithstanding the Prescription Ordinance (Cap.68) as a bar to the Company suing the Borrower/Client for the recovering of the monies due hereunder.

## 26.0 No Obligation on the Company

Nothing herein contained shall be construed to mean or be deemed to imply that there is any obligation on the Company to act or continue to act upon this writing for the benefit of the Borrower/Client or at any time to afford the Borrower/Client any Facility or at any time to enter into any Transaction with or at the request or for the benefit of the Borrower/Client and the Company shall in its sole and absolute discretion refuse to so act or continue to act upon this Agreement as aforesaid or refuse to afford the Borrower/Client any Facility or refuse to enter into any Transaction with or for the Borrower/Client.

## 27.0 Indulgence not to affect the Right of the Company

The failure of the Company to require performance by the Borrower/Client of any terms and condition hereof shall in no way affect the right of the Company to require such performance at any time thereafter nor shall waiver of the Company of a breach of any terms or condition hereof by the Borrower/Client be taken to be a waiver of any succeeding breach of such terms or condition or as a waiver of the terms and condition.

## 28.0 Negative Pledge

The Borrower/Client irrevocably and unconditionally undertake that during the continuance of the security constituted by this charge the Borrower/Client will not (with the exception of the security constituted by this charge), create, attempt to create, or permit to subsist any such mortgage, lien or security agreement or security interest on or over the Pledged Securities or any part of it or permit any lien to arise or affect the whole or any part of the Pledged Securities.

## 29.0 Supersedes Prior Agreement

This Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled at the commencement date but without prejudice to any rights which have already accrued to the Company.

### 30.0 Joint and Several Liability

Where this agreement is signed by more than one person, any liability arising under it shall be deemed to be the joint and several liability of such persons and any demand for payment made or notice given by the Company to any one or more of the persons so jointly and severally liable shall be deemed to be a demand made or notice given to all such persons. The Company is at liberty to release or discharge any one or more of such persons from liability or to compound with, accept compositions from or make any other arrangements with any of such persons without in consequence releasing or discharging any other part to this agreement or otherwise prejudicing or affecting the Company's right and remedies against any such other party.

**IN WITNESS WHEREOF** the Borrower/Client set his hand /Common Seal and the Company has caused its Common Seal to be affixed hereunto and to one other of the same tenor and date as these presents at Colombo on the dates or date herein after mentioned.

**Signature of the Client(s)/Authorized  
Signatory of the Client(s) &  
Common Seal (if Corporate)**

**Authorized Signatory of the Stockbroker Firm**

1..... 2. ....

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3.....

**Witness:**

**Witness:**

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