



FIRST GUARDIAN EQUITIES (PVT) LTD

INTERNET TRADING FACILITY AGREEMENT

REGISTRATION

Applicant's Name :
(Surname with Initials/Company Name)

Address :
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.....

Email Address :
(Login details will be emailed to this address)

Contact Numbers :

CDS Account :

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Joint Holder's Details :
(Surname with Initials)

GENERAL

Users are advised to operate the Internet trading system in accordance with the guidelines of the User Manual provided.

Broker and System Provider will not be liable for any unauthorized use of the password or unauthorized order or trade executed or non executed trades via Internet Trading System, and for any accidental and/or erroneously executed trades via Internet Trading System However, users may contact their stockbroker/investment advisor immediately to arrange a manual trade cancellation, subject to counter party and Colombo Stock Exchange approval. All the trades via Internet Trading System shall be subject to the Conditions of Sale and Purchase of the CSE Stock Broker Rules and the Rules of the Central Depository Systems.

Applicant/Joint Applicant shall be referred to jointly and severally as "Client".

OPERATING INSTRUCTIONS

For Joint Account:

We, the undersigned, being joint account holders of the above CDS Account, hereby authorize Mr/Mrs/Ms..... holder of NIC No. being party to such joint account, to operate the said CDS account and agree and indemnify the Broker and the System Provider at all times against losses, claims, damages and/or expenses which may be incurred or sustained in consequence of or incidental to the transactions of the CDS Account. We agree and acknowledge, we do not have any right of action jointly or severally against the Broker and/or System Provider in respect of any acts or omission in relation to the Joint Account by the party authorized to operate the said account, and the Broker and the System Provider shall have no liability in respect of the same.

For Corporate Account:

It was resolved at a duly convened meeting of the Board of Directors of held on that Mr/Mrs/Ms holder of NIC No. is authorized to operate the CDS Account through the internet trading facilities provided by the Broker, and the Company agrees to indemnify the Broker and the System Provider against losses, claims, damages and/or expenses which may be incurred or sustained in consequence of or incidental to the transactions of the CDS Account by such authorized representative. The Company agrees and acknowledges that it does not have any right of action jointly or severally against the Broker and/or System Provider in respect of any acts or omission in relation to the CDS Account by its authorized representative and the Broker and the System Provider shall have no liability in respect of the same.

DECLARATION OF CLIENT

I/We, the undersigned declare and represent that the information as provided by me/us on this form is true, correct and complete and that the representations made by me/us is accurate. I/We acknowledge and agree that this Internet Trading Facility Agreement is conditional upon the completion and acceptance of the following documents.

- Client Registration Form
- KYC Form
- CDS Account Opening Application
- CDS Declaration

I/We, the undersigned had read and fully understand the provisions of this Internet Trading Facility Agreement and acknowledge and agree that I/We will be bound by the terms and conditions of this Agreement hereafter set out and the CDS Account Terms & Conditions as may be amended from time to time.

.....
Applicant

.....
Joint Applicant

Date:

(If Applicant is a Company, signature and rubber stamp of Director/Company Secretary is required)

Office use only

.....
Investment Advisor's Signature

.....
Head of Operations

Advisor Code:.....

INTERNET TRADING FACILITY TERMS & CONDITIONS

Hereinafter set forth are the terms & conditions under which First Guardian Equities (Pvt) Ltd., hereinafter (Broker) shall permit the client to have access to the Broker Internet Trading Facility through your internet browser terminal for the electronic transmission of orders and/or transactions for your CDS Account with the Broker and also to electronically monitor the activity, order and/or transactions in your CDS Account with us. These terms & conditions shall form an integral part of the Internet Trading Facility Agreement.

Condition of use of Broker Internet Trading Facility

1. The client acknowledges that all proprietary rights and intellectual property rights in the Broker Internet Trading Facility (including the Broker website) belongs to the Broker.
2. The Broker Internet Trading Facility (defined as Application System under the Internet Trading Rules of the CSE) shall be used solely for the purpose of operating the CDS Account of the client and shall not be used by the client to operate the CDS Account of any other person except as specifically authorized by the Stockbroker Rules of the CSE. You will use the software provided by the Broker solely for the purpose of effecting orders and/or monitoring the activity of your CDS Account online. The access rights so granted shall not be used to provide third party training or as a service bureau for any third parties.
3. The client agrees to use the online service strictly in accordance with the terms & conditions of this Internet Trading Facility Agreement and the CDS Account – Terms & Conditions as defined in the Client Declaration and the rules, procedures and conditions established by the Broker concerning the use of the Broker Internet Trading Facility. The Broker provides access to such online services in reliance upon client having adopted procedures to prevent unauthorized access to and use of the Broker system.
4. Client will be expected to operate the system in accordance with the comprehensive and easy to use User Manual on the operation of the Internet Trading system provided by the Broker.
5. The client shall ensure that there are sufficient funds at all times available in your CDS Account to perform any of your trading instructions including via online services. The operation of your CDS Account shall be in accordance to this Agreement and with the CDS Account – Terms & Conditions as defined in the Client Declaration.
6. The client acknowledges that the Broker shall be entitled to levy or impose service charges or transactions fees from time to

time in respect of your use of or access to the Broker Internet Trading Facility.

Access & Security

1. The Broker Internet Trading Facility shall be accessed by the client via User Login ID as assigned by the Broker and a password unique and confidential to the client. You acknowledge, represent and warrant that you are the sole and exclusive owner and accept sole responsibility for use confidentiality and protection of the password as well as for all order and information changes entered into your account using such password.
2. The client will be liable for all transactions placed through the Broker Internet Trading Facility resulting from the use or abuse of your password. You will accept responsibility for the monitoring of your accounts. You will immediately notify the Broker in writing if you become aware of any of the following. Any loss, theft, or unauthorized use of your password, login and/or account numbers or; any failure by you to receive a message indication that an order was received and/or executed or; any failure by you to receive an accurate confirmation of any execution or; any receipt or confirmation of an order and/or execution which you did not place or; any inaccurate information in your account balances, positions or transaction history.

Risks of Online Trading

1. The client expressly agrees that the use of the Broker Internet Trading Facility and online services provided thereby is at the client's sole risk. Client shall assume full responsibility and risk of loss resulting from the use of services or materials obtained through the Broker Internet Trading Facility and the Broker website and you agree to any financial liability for trades executed through the Broker Internet Trading Facility.
2. You understand that the Broker provides no tax, legal or investment advice of any kind, nor gives advice or offer any opinion with respect to the nature, potential value or suitability of any particular securities transaction or investment strategy through the online services. You further understand that while you may be able to access investment research reports including computerized online services, the availability of such information does not constitute a recommendation to buy or sell any of the securities discussed therein.
3. Any investment decisions you make will be based solely on your own evaluation of your financial circumstances and investment objectives. You understand that all orders entered by you electronically are based upon your investment decisions and your sole responsibility and you will not hold, nor seek to hold

the Broker or any of its officers, directors, employees, agents, subsidiaries or affiliates, liable for any trading losses or other losses incurred by you.

4. The Broker does not warrant the accuracy of any information pertaining to your CDS Account or transactions as reported through the Broker Internet Trading Facility. You agree that the Broker shall not be liable in contract or equity for any direct and/or indirect loss however arising from the in accuracy or omission in the information obtained from the online services.
5. You are advised to seek advice from relevant consultants and professions before acting upon any information made available or accessed via the Broker Internet Trading Facility.

Execution of Orders

1. You understand that entering an order with the Broker including market orders does not guarantee execution of the order, and you agree that the Broker shall not be responsible for any order that is not executed. The Brokers shall not be deemed to have received any order or communication transmitted electronically by the client under the Broker has actual knowledge of such order or communication.
2. Any instructions for Broker cancellation, revocation, reversal or amendment or clarification or your earlier instructions can only be effected if your request is received before the earlier instruction is executed.
3. You hereby agree that the Broker's records and any records of the instructions, communications, operation or transactions made or performed, processed or effected through the Broker Internet Trading Facility accessed and used via Client's User Login and password shall be binding and conclusive evidence of the transaction.

Representations

1. The client acknowledges that access to the online service or any portion thereof may be restricted or unavailable during period of peak demands, extreme market volatility, systems upgrades or other reasons. The Broker makes no express or implied representations or warranties to the client regarding the usability condition or operation of the Broker Internet Trading Facility. The Broker does not warrant that access to or use of the online service will be uninterrupted or error free or that the online service will meet any particular criteria of performance or quality.
2. The client acknowledges that in the event that your access to the online service or any portion thereof is restricted or unavailable you agree to use other means to place your orders or access information such as calling the Broker and/or the Broker representative.

Liabilities

1. To the extent permitted by applicable laws under no circumstances including negligence shall the Broker or anyone else involved in creating, producing, delivering or managing the Broker Internet Trading Facility, the Broker website be liable for any direct or indirect incidental special or consequential damages that result from the use or inability to use the online service or out of any breach of any warranty including without limitation those for business interruption or loss of profits.
2. Without limiting the generality of above, the Broker shall not be responsible or liable for any loss or damage incurred or suffered by you by reason of or arising from; any errors in the transmission of your instructions or any other instructions data or information transmitted by you through the Broker Internet Trading Facility or errors in transmission by Broker of any data or information through the Broker Internet Trading Facility. The unavailability of Broker Internet Trading Facility, any breakdown or malfunction of any equipment system or software used in connection with the Broker Internet Trading Facility including but not limited to any electronic terminal server or telecommunication device or system.

Termination

The Broker may in its sole discretion terminate or restrict your access to the Broker Internet Trading Facility and may terminate the Internet Trading Facility Agreement at any time. Upon termination, any software licence granted to you herein shall automatically terminate.

Miscellaneous

1. The use of the Broker Internet Trading Facility outside of Sri Lanka is subject to the Exchange Control Regulations of the Central Bank of Sri Lanka or any fiscal or exchange control requirements operating in the country where the transaction is effected or requested and the laws and regulations of Sri Lanka and the country where the transaction is effected or requested. The client hereby agrees that you are using the Broker Internet Trading Facility at your own initiative and are responsible for your compliance with the local laws.
2. The Broker shall maintain strict confidentiality of its client's personal and trading information. Such information shall be disclosed by the Broker only to the CSE and/or SEC or pursuant to a request by the client, Inland Revenue, Company Auditors, regulatory entity or court order.
3. The Broker reserves the right to add, modify, delete or vary any of these terms from time to time with notice to the client.

Law

The laws of the Democratic Socialist Republic of Sri Lanka and the courts of Sri Lanka shall have exclusive jurisdiction in respect hereof.