

Acuity Stockbrokers (Pvt) Ltd
Acuity House, No:53, Dharmapala Mawatha, Colombo 03.

COMPANY DECLARATION – INTERNET TRADING

Along with any purchase order we undertake to deposit with Acuity Stockbrokers (Pvt) Ltd (herein after also referred to as “the Company”) such sum as may be determined by the Company from time to time. Such deposit which will be made either in cash or shares (based on the buying power of each client) shall cover the estimated market value of such purchases as at the date of the purchase order, and the said deposit shall be set off against the total amount due from us on the date of settlement in respect of such purchase.

We hereby authorize Acuity Stockbrokers (Pvt) Ltd at its sole and absolute discretion and at our risk to sell and transfer any or all of the shares or securities registered in our account to be opened and maintained with Acuity Stockbrokers (Pvt) Ltd for the purpose of compensating the said Acuity Stockbrokers (Pvt) Ltd for any liabilities, loss, damage or claims of whatsoever nature that may incur as a result of our defaulting in making any payment lawfully due in terms of contract for the purchase of shares whether or not the contract notes have been received by us or any transaction pertaining to our Account. We hereby agree to pay an interest of 0.1% per day (or such interest rate fixed by Colombo Stock Exchange Regulations, from time to time), which would be calculated from the day immediately after the settlement due date, up to the date of the final settlement.

We declare that we shall not hold Acuity Stockbrokers (Pvt) Ltd responsible nor liable in the event that we fail to make settlement in time for the purchase of any Right Issues.

We accept that in the event of any Purchase / Sale order placed by us with Acuity Stockbrokers (Pvt) Ltd not being executed within a period of 05 days from the date of such order, such order shall be deemed to be cancelled at that point of time and will not be acted upon, unless specific and express instructions to the contrary are given by us to Acuity Stockbrokers (Pvt) Ltd.

We agree to adhere to all statutory obligations imposed by Government, including but not limited to provisions contained in Financial Transactions Reporting Act No. 6 of 2006, and undertake not to engage directly or indirectly in any transactions

- (i) which involves money, or other property, that is from proceeds of crime or
- (ii) which amounts to an offence under the Prevention of Money Laundering Act No. 5 of 2006 (Sri Lanka) or Anti Money Laundering laws of any other country.

We hereby request Acuity Stockbrokers (Pvt) Ltd (“the Company”) to accept and to execute instructions and to give effect to requests made by us to the Company to enter into contracts with or for us, which are of any nature whatsoever where such instructions and / or requests are given :-

- (a) by telephone, telegram or telex, electronic mail or any other form electronic communication or electronic recording (with or without an electronic signature attached thereto) and purport to come from us and are honestly believed by the Company to come from us, even if not in fact coming from us and / or not followed by written confirmation; or
- (b) by telephone facsimile (‘telex’) and purport to come from us and are honestly believed by the Company to come from us provided that such instructions and / or requests bear a signature which appear to the Company to correspond to the signature or signatures of us or our duly authorised Attorney and We agree to mark clearly on any confirmation of any communication made by telefax the words ‘Confirmation Only - Do Not Duplicate’ in the event any such confirmation is sent by us.

For the avoidance of doubt the provisions of the Electronic Transactions Act No. 19 of 2006 shall *mutatis mutandis* apply in order to determine the effect and legal validity of any electronic communication sent by us to the Company and also for the purpose of ascertaining whether we entered into a valid contract with the Company.

We assume all risks involved in connection with any such instructions and / or requests and in particular (but without prejudice to the generality of the foregoing) risks caused by errors on the part of the Company arising from our identity, errors in transmission, interruption disruption or discontinuance or non-continuance of connectivity by the service providers of the Company or misunderstandings, and the company is discharged from all responsibility / losses in respect thereof. We hereby agree to indemnify the company and keep the Company indemnified against any loss arising in consequence of acting in reliance on any such instructions and / or requests, and any actions, proceedings, cost, claims and demands in respect thereof.

We agree to perform and ratify any contracts entered into by the company and / or any action taken by the Company as a result of any such instructions and / or requests given or made or purporting to be given or made by or on behalf of us and honestly believed by the Company to have been given or made by or on behalf of us. Such assumption or risk, discharge, indemnity and agreement to perform and ratify shall extend to communications made or purporting to be made by any representative or attorneys now or hereafter from time to time appointed or believed by the Company to have been appointed by us and honestly believed to have been made on our behalf.

We also declare that the sole beneficiary of this CDS account is us only. The application system shall be used solely for the purpose of operating our CDS account and shall not be used to operate CDS accounts of any other parties by us, except in instances permitted by the CSE.

Notwithstanding the foregoing, the Company may at any time at its discretion decline to execute any instruction and / or request given or made by telephone, telegram, telex or telefax or any other form electronic communication, which is not followed by written confirmation, notwithstanding that at the time of such instruction, request or offer an employee of the Company receiving such instruction, request or offer may have indicated assent to such instruction, request or offer.

We declare that we shall not hold Acuity Stockbrokers (Pvt) Ltd responsible for the non- execution of any order placed by us, if such orders could not be executed despite the exercise of due care and diligence by Acuity Stockbrokers (Pvt) Ltd

The giving of time to us or the neglect or forbearance or omission of Acuity Stockbrokers (Pvt) Ltd to require enforce performance of any term or condition or payment of may one or more of its claims against us or the granting of any other indulgence to us shall not affect the terms and conditions on our part contained herein.

We shall keep Acuity Stockbrokers (Pvt) Ltd indemnified at all times against all claims demands actions proceedings losses damages costs and expenses which may be bought against or incurred by it and which arise directly out of or in connection with any transaction in which it acts as our stockbroker because of its waiver of any condition or terms to be complied with by us or due to any other reason whatsoever.

We will be subject to the rules, regulations, directions, customs, practices and procedures of the Colombo Stock Exchange (CSE), Securities Exchange Commission (SEC), Central Depository System (Pvt) Ltd (CDS), and Acuity Stockbrokers (Pvt) Ltd (including any agreements entered between us and Acuity), adopted from time to time.

We agree that the stock price quotations and other market data that the Company provides to us is obtained from other systems which the Company believes are reliable. However, the Company cannot guarantee the accuracy of such data nor be held liable for any losses which we may incur by relying on such data. We also agree that the performance of the services hereto by the Company are dependant on the connectivity provided by its service provider and agree that the Company will not be held liable for any loss / damage that may be occasioned through the interruption disruption or discontinuance or non-continuance of the services provided to it by its Service Provider, and the company is discharged from all responsibility resulting therefrom.

In the event we have placed orders through Acuity Stockbrokers (Pvt) Ltd and/or via Internet Trading we agree that it is our responsibility to check the information for accuracy and to take precautions against possible duplication of such orders.

No discretionary powers will be given by us to any employee/s of Acuity Stockbrokers (Pvt) Ltd without the written confirmation of same from Acuity Stockbrokers (Pvt) Ltd.

We agree and undertake to examine and verify the entries in the contract notes, CDS Statements and Statement of Account tendered to us and make prompt payments due to the Company on the purchases made on our behalf or for us by or through the Company, on the orders placed by us with the Company. If there is any discrepancy or any issue pertaining to accuracy of the entries shown on such Statements of Account, CDS Statement or contract note we agree and accept that it is our responsibility to point out the same.

We request and authorize you to obtain confirmation of orders through telephone / facsimile transmission, exchange of electronic communication or by person. In such event we agree and accept as our responsibility to point out any discrepancy of orders on the transaction date itself. In any event any discrepancy not so pointed out by us in writing to the Company within the stipulated time period as given in the Statement of Account or contract note shall amount to us agreeing that all entries in the Statements of Account or contract note are correct and accordingly we will be bound by the same. It is our responsibility to check the status of our CDS account periodically and inform non-receipt of the contract notes, CDS statements and statements of account in writing, if any, to Acuity Stockbrokers (Pvt) Ltd under registered post.

We hereby agree that all transactions and purchases carried out by the Company on our behalf or for us by or through the Company, in respect of the orders placed by us with the Company, are subject to confirmation by the Colombo Stock Exchange. If no such confirmation is made the said transaction is deemed not to have been made and we shall be entitled to a reimbursement only if payment in respect of the said transactions has been made by us.

Any document, addressed to our last known address and sent by courier or by post shall deemed to be received by us on the day it would have been delivered in the normal course of business.

Any amendment or modification in respect of this Agreement will be effective if notified by Acuity Stockbrokers (Pvt) Ltd in writing (including a writing evidenced by a facsimile transmission or electronic communication) to us and shall be then deemed to have been accepted by us.

This declaration shall be binding upon us and our successors heirs executors administrators and legal representatives. In the event of this declaration being executed by more than one person our liability shall then be joint and several.

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**Signatures of Directors/Authorized Signatories
& Company Seal**

Date : _____