

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

CLIENT DECLARATION – INTERNET TRADING

Along with any purchase order I / 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 me / us on the date of settlement in respect of such purchase.

I / We hereby authorize Acuity Stockbrokers (Pvt) Ltd at its sole and absolute discretion and at my / our risk to sell and transfer any or all of the shares or securities registered in my / 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 my / 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 me / us or any transaction pertaining to my / our Account. I / 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.

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

I / We accept that in the event of any Purchase / Sale order placed by me / 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 me / us to Acuity Stockbrokers (Pvt) Ltd

In the event of our account is in the name of the joint holders instructions given by any one of us (the Joint Holders) in respect of orders, settlement of cheques and all other matters shall be binding on the other Holder (s).

I / 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.

I / We hereby request Acuity Stockbrokers (Pvt) Ltd (“the Company”) to accept and to execute instructions and to give effect to requests made by me / us to the Company to enter into contracts with or for me / 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 me / us and are honestly believed by the Company to come from me / us, even if not in fact coming from me / us and / or not followed by written confirmation; or
- (b) by telephone facsimile (“telex”) and purport to come from me / us and are honestly believed by the Company to come from me / us provided that such instructions and / or requests bear a signature which appear to the Company to correspond to the signature or signatures of me / us or my / our duly authorised Attorney and I / 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 / me.

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 me / us to the Company and also for the purpose of ascertaining whether I / We entered into a valid contract with the Company.

I / 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 my / our identity, errors in transmission, interruption 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. I / 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.

I / 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 me / us and honestly believed by the Company to have been given or made by or on behalf of me / 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 me / us and honestly believed to have been made on my / our behalf.

I / We also declare that the sole beneficiary of this CDS account is me / us only. The application system shall be used solely for the purpose of operating my/our CDS account and shall not be used to operate CDS accounts of any other parties by me/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.

I / We declare that we shall not hold Acuity Stockbrokers (Pvt) Ltd responsible for the non- execution of any order placed by me / 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 me / 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 me / us or the granting of any other indulgence to me / us shall not affect the terms and conditions on my / our part contained herein.

