

## Letter of Indemnity

AVP - Operations  
Acuity Securities Limited  
4<sup>th</sup> Floor, 53 Dharmapala Mw.,  
Colombo 03  
Sri Lanka.

Dear Sirs,

### **Re: instructions by Email and/or Fax**

1. I/We being the client(s) (named under “A” in the schedule hereto) have an investment banking relationship with Acuity Securities Limited (“ASL”). In the course of this relationship, I/we may, from time to time, wish to provide instructions pertaining to the activities specified under “C” in the schedule hereto and ASL has agreed to grant us the facility of issuing our instructions by electronic mail (“e-mail”) and/or by facsimile transmission (“fax”) in a form and manner acceptable to ASL subject to the terms and conditions specified and the indemnities set out below.
2. The e-mail instructions (“E-mail Instructions”) shall be transmitted by me/us from the originating e-mail address/es specified under “D” of the schedule hereto (“Originating E-mail Address”) to the destination e-mail address - [client@acuitysecurities.com](mailto:client@acuitysecurities.com) (“Destination e-mail address”). In the event of fax instructions, all such fax instructions shall be sent to the Facsimile Transmission number under ‘E’, or any other alternative fax number provided by ASL. I/We agree to take all precautions to ensure the authenticity of such faxes and in the event of email instructions, originating from the originating e-mail address and sent to the “destination e-mail address”. I/We also agree to take all precautions to ensure that proper security and access control methods are in place in order to avoid any un-authorized usage of the facility granted by ASL to me/us.
3. I/We hereby:
  - a) confirm that ASL shall have absolute discretion (without being bound to provide any reasons therefor) to act or not to act upon such e-mail/fax instructions given by me/us. We understand that ASL shall endeavor to notify me/us at the earliest practicable time through e-mail/phone/fax should it elect not to act upon any such Instruction/s. I/We confirm and acknowledge that no liability whatsoever shall devolve upon ASL for acting upon an e-mail / fax instruction accepted by ASL or for not acting upon an e-mail /fax Instruction which is not accepted by ASL;
  - b) confirm that I/we shall be bound by the contents of the e-mail/fax instructions, and that where such e-mail/fax instructions are accepted by ASL, ASL shall be obliged to act upon the same one full working day (subject to the cut-off times in place at the time) after receipt of such e-mail/fax instructions. It is agreed between me/us and ASL that e-mail Instructions shall be deemed to be received by ASL when it enters the inbox at the “destination e-mail address” and in the event of fax instructions, when ASL receives such fax instructions;

For avoidance of doubt, the term “working day” as used in this letter of instructions and indemnity shall mean a day (other than a Saturday or Sunday) which is not a public/bank/mercantile holiday in Sri Lanka.

- c) confirm that in instances where instructions are received by ASL by way of an original letter, fax and e-mail, the instructions received first will prevail;
- d) confirm that I/we shall not hold ASL, its officers and agents, responsible or liable for any loss, costs, damages, claims and expenses incurred by me/us on any grounds whatsoever as a result of ASL acting or not being able to act on the basis of any e-mail/fax Instruction for any reason whatsoever, including without limitation, in the event that (a) the e-mail/fax transmission or any part thereof, is not legible, is garbled, erroneous, self-contradictory, incomplete or unclear or (b) an e-mail/fax Instruction is received after the

close of ASL business hours or on a day which is not a working day or (c) due to existence of force majeure conditions or conditions beyond the control of ASL, including but not limited to any communication systems failure, strikes, riots, rains, flood, tempest, war, enemy action, pandemic, curfew and the like;

- e) confirm that our undertakings and indemnities contained herein are valid, irrevocable and not subject to any conditions whatsoever, and shall bind my/our heirs, executors, administrators, successors and assigns, and that all necessary action has been taken by me/us to authorize the valid execution, delivery and performance of this letter of instructions and indemnity;
- f) agree that this letter of instructions and indemnity shall be valid so long as I/we continue to avail of the facility of forwarding e-mail/fax Instructions by, and shall survive the termination of the facility for any claims whatsoever and howsoever and by whomsoever made upon ASL on account of executing or not executing any e-mail/fax Instructions;
- g) confirm that the e-mail instructions sent from the originating e-mail address in my/our name to ASL at the “destination e-mail address”, and ASL’s records of such instructions, shall be conclusive evidence of instructions from me/us to ASL and in the event of fax instructions, I/we confirm that ASL’s records of receiving such fax instructions bearing my/our signature/s shall be conclusive evidence that such instructions have originated from me/us
- h) confirm that there is no requirement for ASL to ascertain the validity, genuineness or otherwise of the fax/e-mail Instructions. I/We agree to be bound by the fax/e-mail Instructions received by ASL, sent in my/our name and/or signature in the event of fax instructions, from the originating e-mail address, whether or not they have been duly authorized;
- i) confirm that ASL may, without liability, terminate the facility of accepting such Instructions, by providing 14 working days written notice addressed to me/us, at my/our address and / or facsimile transmission number available on the records of ASL at the relevant time. The said address and / or facsimile transmission number may be used by ASL for the purposes of any communication hereunder with me/us and / or with my/our authorized signatories.
- j) I/We may terminate the use of this facility by providing 14 working days written notice to ASL and delivering/posting the original notice to the address specified under “E” of the schedule below.

In consideration of ASL providing us with the facility of issuing e-mail/fax Instructions, I/we hereby unconditionally and irrevocably agree to indemnify and shall keep indemnified and hold ASL and its officers and agents free and harmless at all times, against all monetary and other harm, injury, costs, losses, liabilities, damages, charges, actions, legal proceedings, claims, expenses, and consequences including without limitation costs between attorney and client, whether direct or indirect, by reason of ASL complying with any Fax/E-mail Instructions (including without limitation those arising from unauthorised usage of this facility) and / or acting in terms of this document and/or ASL’s policy and procedures, as prevailing from time to time, in respect of any Fax/ E-mail Instructions and/or transactions arising out of the Fax/E-mail Instructions.

This letter of instructions and indemnity shall be governed by the laws of Sri Lanka and shall be subject to the exclusive jurisdiction of Sri Lanka courts.

**The Schedule above referred to;**

*(Please use block letters)*

**A. Full Client Name(s) :** \_\_\_\_\_

\_\_\_\_\_

**Address :** \_\_\_\_\_

\_\_\_\_\_

**Client Code :** \_\_\_\_\_

**Customer Account No:** \_\_\_\_\_

