

Advisor

**AGREEMENT FOR INTERNET TRADING SYSTEM – IDIVIDUALS / JOINT A/C
HOLDERS
TERMS, CONIDITIONS AND INDEMNTY**

(In these Terms and Conditions, words importing the singular number or the masculine gender only shall unless the context otherwise requires be constructed to include the plural or the feminine gender)

SC Securities (Pvt) Ltd,

Dear Sirs,

I / We..... (Client Id) of
.....
.....
.....

authorize you and request you to issue me / us the User Identification (hereinafter sometimes referred to as user ID) and allow me / us the use of SC Securities (hereafter referred to as SC) Internet Trading System (hereafter referred to as Online Trading System) and hereby agree to bound by the following terms and conditions and the indemnity.

01 TRANSCATIONS AND INSTRUCTIONS VIA ONLINE TRADING

- 1.1 I / We agree to perform all the Transactions through the use of specific menu options on Online Trading System of the SC.
- 1.2 The trading is restricted only to the CDS account/s linked to the user ID from time to time by SC.
- 1.3 I / We shall accept full responsibility for all transactions processed or effected by the use of Online Trading System howsoever effected.
- 1.4 At no time shall I / We attempt to effect transactions executed through Online Trading System exceeding the Buying power, and further agree that SC has the right to calculate and change buying power with out prior notice to me / us.
- 1.5 If my / our account is a joint account, I / We shall be jointly and severally liable and shall be bound by these terms and conditions for all transactions arising from the use of the Online Trading System.
- 1.6 I / We do hereby authorize the SC, at its discretion to record by whatever means the transactions which I / We effect via Online Trading System and such records may be used by the SC for the purpose of, amongst other things, establish or verify that a particular transaction was effected through the use of user ID and Passwords issued to me / us.
- 1.7 I / We shall accept the SC’s records and statements of all transactions processed by me / us through the use of the Online Trading as conclusive and binding on me / us for all purposes.
- 1.8 I / We agree that SC has the right to cancel or amend any orders placed through the Online Trading system, if SC believes that the transaction does not emanate from the account holder.

- 1.9 I / We shall accept that all the risks incidental to or arising from the use of Online Trading system without dispute.
- 1.10 I / We agree that SC has the right to change the trading limits and controls of the Online Trading System from time to time with or without prior notice to us.
- 1.11 I / We agree that SC is not liable, responsible or accountable in any way whatsoever for any loss or damages howsoever arising by any malfunction or failure of the Online Trading System or internet connectivity and user's hardware failure or delay of the SC to act on instruction given via this medium.
- 1.12 I / We agree to undertake to settle / repay all relevant payments due to SC without any delay together with all charges, levies, and taxes imposed by SC, CDS, SEC and / or any other regulatory body or Government from time to time relating to transactions processed or effected by the use of online trading system by me / us

02. RESPOSIBILITIES FOR SECURITY

- 2.1 I / We agree to duly acknowledge the receipt of my / our Password Mailer according to the SC requirements and also agree that SC has a right to retain my / our Online Trading System User ID in disabled status till proper acknowledgement is received from me / us, by the SC.
- 2.2 I / We agree to access Internet Trading only through equipment which may be necessary for using Online Trading System, in proper working condition and with adequate safeguards against malicious threats to such equipment or to Online Trading.
- 2.3 I / We do here by agree to change the password assigned to me/ us; immediately after accepting the Online Trading System for the first time and at regular intervals thereafter.
- 2.4 I / We shall inform the SC immediately if I / We become aware of any unauthorized use of the user ID and Passwords by anyone.
- 2.5 I / We shall not hold SC liable for any loss incurred by the use of user ID password/s issued to me / us or any substitutes thereon used without my authority.
- 2.6 I / We shall acknowledge all stock codes and trading rules of the Colombo Stock Exchange currently applicable or as amended or changed from time to time and update myself / ourselves on such changes.
- 2.7 I /We agree that the SC has the right to revoke the Online Trading System facility at any time with out prior notice.
- 2.8 SC shall not be responsible for any loss or damages nor for any loss of profits, loss of contracts, financial losses, loss of data or loss of goodwill incurred or suffered by me / us as a result non acceptance of and / or non adherence to instructions given on Online Trading System for any reason whatsoever.

03. OBLIGATION TO KEEP OLNIE TRADING SYSTEM INFORMATION CONFIDENTIAL

- 3.1 I / We shall keep my / our User ID and Password/s thereof strictly confidential and undertake not to reveal any such information to any person at any time or under any circumstances.
- 3.2 I / We shall keep all information, techniques data and designs relating to Online Trading System completely confidential. I / We shall not disclose any of them to any other party.
- 3.3 My / Our Obligations in connection with confidentiality will continue indefinitely. They will not end with the expiry or termination of this Agreement.

04. CHANGING THE TERMS AND CONDITIONS

- 4.1 SC shall determine the privileges attached to the use of Online Trading system and shall have absolute discretion to change, vary, add or amend these privileges and conditions attached thereon, from time to time, as the SC deems fit.
- 4.2 SC shall at any time be entitled to amend, supplement or vary any of these terms and conditions at its absolute discretion with or without notice to me / us and such amendment supplement or variation shall be binding on me / us.
- 4.3 SC shall attach or detach any accounts opened in my / our names at present or subsequent to this application. I / We also understand and acknowledge that such attachment or detachment can be due to prevailing rules and regulation of the SC.
- 4.4 SC shall, from time to time introduce new facilities / options in to Online Trading System. I / We do here by agree that the terms and conditions applicable to such newly added services facilities / options, though added subsequent to the activation of the User ID's whether or not I / We expressly register myself / ourselves to avail such services.
- 4.5 The use of the Online Trading System shall be subject to prevailing rules and regulations issued by Colombo Stock Exchange , Securities and Exchange Commission of Sri Lanka and Central Depository Systems (Private) Limited with regard to trading would be applicable for transactions carried out through this system
- 4.6 SC reserves the right to vary these terms and conditions applicable at any time and without prior notice to us

05. INDEMNITY

I / We do hereby agree and irrevocably hold SC Securities (Pvt) Ltd indemnified and save harmless against any losses, charges, suites, claims, expenses and damages that SC Securities (Pvt) Ltd shall or may be caused, sustained, incurred or suffered by reasons of my / our using Online Trading System in any manner whatsoever and for any loss and / or misdirection of data in transit electronically and by reasons of the SC generating and or / or issuing and / or dispatching the original password/s according to my / our requests and / or subsequent passwords to my / our User ID, at my / our written request and / or any substitution effected by me / us.

06. GOVERNING LAW

This agreement shall be governed and constructed in accordance with the laws of Sri Lanka.

I / We have read and understood the forgoing and agree to be bound by the above Terms and conditions and the Indemnity relating to this Internet Trading System.

01. Signature 03. Contact No

02. Signature..... 04. Email

Date