Senfin Securities Limited

4th Floor, No.180, Bauddhaloka Mawatha, Colombo 04.
PB 160 Tel: +94 11 2359100 Fax: +94 11 2305522
Email: info@senfinsecurities.com Website:

Application for Internet Trading – Company

CDS Account | A | M | A |—| | | | | | | | | |—| | |—| | |

Name of the Company: _____

Registered Address: _____

Contact Details of the Contact Person

Name: _____

Email Address: _____ Contact Number: _____

Account Type: Trading: ☐   Viewing: ☐

Senfin Securities Limited (SSL) or IronOne Technologies (Pvt) Limited (System Provider) will not be liable for any unauthorized use of the password by third parties or for an unauthorized order or trade executed via "iTrader", and for any accidental and / or erroneously executed trades via "iTrader" and any losses arising out of such trades would be the sole responsibility of the client. However, the client may contact Senfin Securities Limited immediately to arrange a manual trade cancellation, subject to counter party and Colombo Stock Exchange approval.

_____
Signature of the Applicant

INTERNET TRADING AGREEMENT

THIS AGREEMENT is made and entered into on this ……………day of ………………………. 201……. between,

SENFIN SECURITIES LIMITED a company duly incorporated under the laws of Sri Lanka and having its registered office at 4th Floor, No.180, Bauddhaloka Mawatha, Colombo 04. (hereinafter referred to as "SSL" which term or expression shall as herein used where the context so requires or admits mean and include the said SENFIN SECURITIES LIMITED, its successors and assigns), of the FIRST PART

And

……………………………………………………………………………., a company duly incorporated under the laws of Sri Lanka bearing Company Registration No. …………………… and having its registered office at ……. (hereinafter referred to as "the Client" which term or expression shall as herein used where the context so requires or admits mean and include the said Client, its successors and assigns), of the OTHER PART

(hereinafter sometimes collectively referred to as the "Parties" and individually as the "Party")

WHEREAS, The Client is desirous of availing the internet trading facility (iTrader) and has submitted an application to SSL and the SSL agrees to provide the said facility to the Client at its discretion and decided to enter into an agreement as may be specified by the Colombo Stock Exchange of Sri Lanka (CSE) and Securities and Exchange Commission of Sri Lanka (SEC) from time to time, subject to the terms and conditions contained herein.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained the Parties agree as follows:

1. SSL shall issue a distinctive identification (Username) and a Password to the Client and Client shall change the password immediately after logging into the iTrader.

2. The Client shall maintain equipment necessary for use of the iTrader in proper working order with adequate security measures and shall not use insecure equipment to access the iTrader.

3. The Client shall use the iTrader solely for the purpose of operating the CDS account of the Client and shall not be used to operate the CDS accounts of any other person, subject to the instances set out in Guideline 1.5 of the Internet Trading Guidelines of the Colombo Stock Exchange dated March 2010.

4. The Client shall ensure the confidentiality of the User ID/Password issued by SSL and shall not provide it to a Third Party. Provided however, the Client shall immediately notify SSL, if the client becomes aware of any act or attempt of unauthorized use of the User ID and Password granted to the Client. Upon notification SSL shall cease the facility granted under the aforesaid Username to the Client immediately.

5. The client shall accept the full liability for all transactions processed or effected by the use of iTrader User ID and Password; and/or for all consequences arising from or in connection with such use including access to any information by any third party; and/or any duplicate transactions carried out.

6. The client agrees that the market data provided to by SSL is obtained from CSE Sources believed to be reliable, are provided solely on a BEST EFFORT BASIS ("AS IS" and "AS AVAILABLE" BASIS) and that no guarantees are made by SSL as to their accuracy, completeness, timeliness or correct sequencing. SSL shall not be liable to the Client or have any responsibility whatsoever, for: (a) any losses arising out of or relating to a cause over which SSL does not have direct/indirect control, including the failure of electronic or mechanical equipment or communication lines, telephone or network problems, unauthorized access; or (b) any special, indirect, incidental, consequential, punitive or exemplary damages that the client may incur in connection with his use of the Services provided by SSL under this Agreement.

7. The Client shall accept SSL's records and statements of all transactions processed through the iTrader through the CDS account of the Client as conclusive and binding on the client for all purposes.

8. SSL shall ensure that the confidentiality of the client's user ID/Password, client's personal and trading information is maintained.

9. SSL at its sole discretion may sell or transfer any securities that are in the CDS account of the client in order to recover any loss or damages that shall arise to SSL as a result of the client trading through the iTrader without sufficient funds or any other reason whatsoever.

10. The Client shall and hereby indemnify SSL, its employees and/or information/service provider and their respective officers and employees against all liabilities, claims, demand, loses, damages, costs, charges and expenses of any kind (including Attorney's fees) which may be incurred by any of them and all actions or proceedings which may be brought against any of them in connection with services provided through iTrader in the absence of any gross negligence, fraud fault or willful default on the part of SSL or its employees.

11. This Agreement shall come into effect on the date mentioned above and shall be in force unless sooner terminated by either party. The Client may terminate this agreement by giving seven (07) days prior notice in writing to SSL and SSL may terminate this agreement at its absolute discretion and without any prior notice to the Client.

12. Parties hereby agree that the use of the iTrader and all the trades via iTrader and applicable provisions of this Agreement shall always be subject to any rules, regulations, guidelines, circulars, directives issued by the SEC/CSE that may be in force from time to time and this Agreement shall be governed and construed in accordance with the laws of Sri Lanka.

13. Notwithstanding any provision of this Agreement, neither Party shall be liable for its inability in performing any of its obligations hereunder (other than an obligation to make payment) if such inability is caused by or arises as a result of a Force Majeure Event.

14. This agreement can be altered, amended and/or modified by the Parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligations of the Parties hereto are altered by virtue of change in Rules and regulations of the SEC/CSE, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the Parties mentioned in this Agreement.

IN WITNESS WHEREOF the parties have executed this document on the respective date & places above written.

……………………………………………………………………….
Signed for an on behalf of SENFIN SECURITIES LIMITED
By:
Date:

……………………………………………………………………..
Signed for an on behalf of The Company (Client)
By:
Date:

For Office Use Only

Exposure: _____

Credit Limit: _____   User ID: _____   Date Created: _____

_____
Investment Advisor

_____
Signature verified by

_____
Account Created by

_____
Approved by