

CLIENT AGREEMENT ■

This Agreement is made and entered into on this day of Two Thousand

at

By and Between

1)

bearing National Identity Card No./Passport No/Company registration No. of
.....(Address)

(2)

bearing National Identity Card No./Passport No/Company registration No. of
.....(Address)

(3)

bearing National Identity Card No./Passport No/Company registration No. of
.....(Address)

(hereinafter sometimes jointly and severally referred to as the “**Client/s**”) of the **One Part**

And

JB SECURITIES (PVT) LIMITED a company duly incorporated under the laws of Sri Lanka bearing Company registration. No PV 20611 and having its registered office at No. 150, St. Joseph's Street, Colombo – 14 (hereinafter referred to as “**the Stockbroker Firm**” which term or expression has herein used shall where the context requires or admits mean and include the said Stockbroker Firm, its successors and permitted assigns) of the **Other Part**;

The Client/s and the Stockbroker Firm shall hereinafter be collectively referred to as “Parties” and each individually as “Party”.

WHEREAS the Stockbroker Firm is a Member of the Colombo Stock Exchange (hereinafter referred to as the ‘**CSE**’) and is licensed by the Securities and Exchange Commission of Sri Lanka (hereinafter referred to as the ‘**SEC**’) to operate as a Stockbroker;

AND WHEREAS the Client/s is/are desirous of trading on the securities listed on the CSE through the said Stockbroker Firm and the Stockbroker Firm agrees to provide such services to the Client/s in accordance with the applicable Rules of the CSE, CDS, SEC and other applicable laws of Sri Lanka.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the Parties hereto as follows:

1.0 RIGHTS AND RESPONSIBILITIES OF THE CLIENT/S

1.1 Subject to clause 1.5 below;

- a) In the event of a Joint Account, the Client/s shall provide to the Stockbroker Firm, the name/s of the persons;
 - authorized to give trading orders and settlement instructions; and,
 - to whom payments by the Stockbroker Firm are to be made.

CLIENT AGREEMENT ■

b) In the event of a Corporate Client Account, the Client shall provide to the Stockbroker Firm, the name/s of specific directors and officers authorized to;

- trade in securities; and,
- execute all documentation for trading and settlement in the account,

together with a copy of the Board resolution certified by the Company Secretary evidencing same.

The aforesaid person/s shall hereinafter be referred to as 'authorized person/s'.

- 1.2 The Client/s shall notify the Stockbroker Firm in writing, if there is any change in the contact and/or other information provided by the Client/s to the Stockbroker Firm, within seven (7) calendar days of such change.
- 1.3 Subject to clause 1.5 below, in the event the Client/authorized person(s) (as applicable) intends to purchase and/or sell securities, the Client/authorized person(s) (as applicable) shall give specific order instructions to the Investment Advisor (an employee of the Stockbroker Firm, who is certified by the CSE/SEC to deal with Clients) assigned to deal with the Client/s regarding same.
- 1.4 The Client/authorized person(s) (as applicable) authorize/s the Stockbroker Firm to accept order instructions given by the Client/authorized person(s) (as applicable) to the Stockbroker Firm pertaining to the CDS Account of the Client/s through electronic means and other means including telephone, Short Message Service (SMS), E-mail and Fax. The order instructions provided by the Client/authorized person(s) (as applicable) through aforesaid means shall not be revoked or withdrawn by the Client/authorized person(s) (as applicable) after the execution of the order and shall therefore be confirmed.
- 1.5 If the Client/s intends the Stockbroker Firm to use the Stockbroker Firm's own judgment, expertise and discretion to buy and/or sell securities on behalf of the Client/s, the Client/s shall provide the prior written authorization to the Stockbroker Firm for same.

The said written authorization provided by the Client/s to the Stockbroker Firm shall clearly include the following;

- Name of the Client/s and the CDS Account Number;
- Effective Date of the authorization;
- Applicable period of the authorization;
- Investment objective (short time, long term, trading in any specific industry, any other specifications); and,
- Purpose of giving discretion to the Registered Investment Advisor.

- 1.6 The Client/s shall ensure that cleared funds are made available to the Stockbroker Firm in respect of the securities purchased by the Stockbroker Firm on behalf of the Client/s, by 09.00 hours on the settlement date of such purchase transaction and if the Client/s fail/s to make payment as aforesaid, the Stockbroker Firm may, at its absolute discretion, charge an interest commencing from the day after the settlement date at a rate decided by the Stockbroker Firm, but not exceeding 0.1% per day as specified in the Stockbroker/Stock Dealer Rules of the CSE.

The Client/s shall accept the liabilities arising from all authorized transactions executed in the CDS Account of the Client/authorized person(s) (as applicable) by the Investment Advisor.

- 1.7 If the Client/s has/have a complaint against the Stockbroker Firm relating to a particular transaction/s, the Client/s shall first refer such complaint to the Compliance Officer of the Stockbroker Firm, in writing, within a period of three (3) months from the date of the transaction/s.

Where the Client/s is/are not satisfied with the decision given by the Stockbroker Firm or the manner in which the complaint was dealt with by the Stockbroker Firm, the Client/s may refer the complaint to the CSE, in writing, in accordance with the Procedure set out by the CSE (which is available on the CSE website, www.cse.lk).

CLIENT AGREEMENT ■

- 1.8 The Client/s agree/s that the Stockbroker Firm may, at its absolute discretion, sell not only the securities in respect of which payment has been defaulted by the Client/s, but also any other securities lying in the CDS Account of the Client/s in respect of which payment has been made by the Client/s, in full or part, in order to enable the Stockbroker Firm to recover the monies due to the Stockbroker Firm from the Client/s including interest and other applicable charges.

The above authority i.e. the right to sell securities in clients said CDS Account, is in addition to other rights, powers and remedies available to the Broker under the prevailing laws rules and regulations of Sri Lanka. The authority granted hereby shall in no way affect or exempt client/s from any liability towards the Broker arising from or consequent upon any such default.

- 1.9 The Client/s shall not;
- a) use any funds derived through illegal activity for the purpose of settling purchases of securities to the Client's CDS Account. The funds invested through this account has been obtained through regular and normal channels of employment and business and is not derived from any money laundering or illegal activity as described in the Financial Act No 6 of 2006 and or the Money Laundering Act No 5 of 2006 and any amendments thereto or any similar legislations in any other part of the world.
 - b) enter into any verbal or written agreement/s with the employee/s of the Stockbroker Firm to share profits arising from the transactions carried out on behalf of the Client/s by the Stockbroker Firm.
- 1.10 On request of the broker, Client/s agree to *do a bank transfer / deposit a cheque*, at least equivalent to 50% of the value of the order or in the alternative have adequate securities in clients account, to cover at least 50% of the value of the order.
- 1.11 Client/s agree to declare required information under provision of FATCA regulations and any similar rules and regulations imposed by foreign government. Client/s undertake/s to notify to the stockbroker in writing within thirty (30) calendar days if there is a change in any information provided to the stockbroker.

2.0 RIGHTS AND RESPONSIBILITIES OF THE STOCKBROKER FIRM

- 2.1 Subject to clause 2.3 below;
- a) In the event of a Joint Account, the Stockbroker Firm shall obtain from the Client/s, the name/s of the persons;
 - authorized to give trading orders and settlement instructions; and,
 - to whom payments by the Stockbroker Firm are to be made.
 - b) In the event of a Corporate Client Account, the Stockbroker Firm shall obtain from the Client/s, the name/s of specific directors and officers authorized to;
 - trade in securities; and,
 - execute all documentation for trading and settlement in the account,
 together with a copy of the Board resolution certified by the Company Secretary evidencing same.
 - c) the Stockbroker Firm shall carry out all transactions based on the specific order instructions provided by the Client/ authorized person(s) (as applicable) through the communication channels specified in clause 1.4 of this Agreement.
- 2.2 Prior to accepting any orders from a third party on behalf of the Client/s, the Stockbroker Firm shall first obtain the written authorization of the Client/s empowering the third party to trade on behalf of the Client/s through the Client's CDS Account.
- 2.3 The Stockbroker Firm shall not exercise the discretion to buy or sell securities on behalf of the Client/s, unless the Client/s has/have given prior written authorization to the Stockbroker Firm to effect transactions for the Client/s without his/their specific order instructions as set out in clause 1.5 of this Agreement.

CLIENT AGREEMENT ■

- 2.4 The Stockbroker Firm shall send to the Client/s a note confirming the purchase and/or sale of securities (bought/ sold note) by the end of the trade day (T).
Upon obtaining the prior consent of the Client/s, the Stockbroker Firm may send the bought/sold notes to the Client/s in electronic form to the e-mail address provided by the Client/s for such purpose.
- 2.5 The Stockbroker Firm shall send a Statement of Accounts to the Client/s who is/are debtor/s over Trade Day + 3(T+3), on a monthly basis by the 7th day of the following month. This should apply when the client/s has/have had transactions during the month and the "interest charged on delayed payment" should also be considered as a transaction for this purpose. Such Statement of Accounts shall specify the transactions in the account including receipts and payments during the month under reference.
- 2.6 In the event the Statements of Accounts are issued electronically, the Stockbroker Firm shall obtain the consent of the Client/s and retain evidence of such consent.
- 2.7 The Stockbroker Firm shall provide a copy of its latest Audited Financial Statements filed with the CSE to a Client/s, upon request by such Client/s only on sole discretion of the directors of Stockbroker Firm.
- 2.8 The Stockbroker Firm shall communicate in writing, directly with its Client/s in respect of statements, bought/sold notes or any other information unless the Client/s has/have authorized the Stockbroker Firm otherwise in writing.
- 2.9 The Stockbroker Firm shall ensure that 'cleared funds' are made available to the Client(s) /authorized person(s) (as applicable) on the settlement date, unless the Client/s has/have expressly permitted the Stockbroker Firm, in writing, to hold the sales proceeds for future purchases.
- 2.10 Upon the request of the Client/s, the Stockbroker Firm may:
- a) extend credit facilities to the Client/s solely for the purpose of purchasing securities on the CSE and in accordance with the applicable Rules set out in the CSE Stockbroker Rules and terms and conditions mutually agreed to between the Client/s and the Stockbroker Firm by way of a written agreement for extension of such facilities.
 - b) provide internet trading facilities to such Client/s based on a written agreement mutually agreed between the Client/s and the Stockbroker Firm, in accordance with the requirements applicable to Internet Trading published by the CSE from time to time.
- 2.11 The Stockbroker Firm shall assign a Registered Investment Advisor to deal with the Client/s and shall inform such Client/s regarding the name and contact details of the Registered Investment Advisor assigned to such Client/s. Further, the Stockbroker Firm shall inform the Client in writing regarding any change to the Registered Investment Advisor within seven (7) Calendar Days of such change.
- 2.12 The Stockbroker Firm shall forthwith notify the Client/s in writing, if there is any material change in contact or other information provided to the Client/s by the Stockbroker Firm.
- 2.13 The Stockbroker Firm undertakes to maintain all information of the Client/s in complete confidence and the Stockbroker Firm shall not disclose such information to any person except in accordance with the Stockbroker Rules of the CSE.
- 2.14 The Stockbroker Firm shall disclose to the Client/s, the existence of any incentive scheme applicable for employees of the Stockbroker Firm, which is based on turnover generated from the transactions carried out by the employees for the Client/s.
- 2.15 The Stockbroker Firm may recover any outstanding balance arising from the purchase of securities of the Client/s from the sales proceeds due to the buyer only in the circumstances set out in the Stockbroker Rules of the CSE.

CLIENT AGREEMENT ■

- 2.16 The Stockbroker Firm shall provide services to the Client/s in compliance with the applicable Rules of the CSE, CDS, SEC and other applicable laws of Sri Lanka.
- 2.17 The Stockbroker firm which is a registered Foreign Financial Institution (FFI) under FATCA is required to comply with the FATCA regulations and report to the Internal Revenue Service (IRS) of the USA

3.0 RISK DISCLOSURE STATEMENT

- 3.1 The Stockbroker Firm agrees that a member of its staff who is authorized by the Board of Directors of the Stockbroker Firm to make declarations on behalf of the Stockbroker Firm has explained the applicable Risk Disclosures to the Client/s and has executed the declaration set out in Schedule 1 hereto in proof of same and such Schedule 1 shall form part and parcel of this Agreement.
- 3.2 The Client/s agree/s and acknowledge/s that he/she/it has understood the Risk Disclosures explained by the Stockbroker Firm and executed the Acknowledgement set out in Schedule 2 hereto and such Schedule 2 shall form part and parcel of this Agreement.

4.0 INDEMNITY AND LIMITATION OF LIABILITY

- 4.1 Each Party hereto, agrees to indemnify, defend and hold harmless the other Party against any loss, liability, damages, claims and costs, which each such Party may sustain by reason of negligence and/or breach of the terms and conditions hereof committed by the other Party hereto or its representatives. The aggrieved Party shall be entitled to enforce its/his/her indemnity rights by injunction or other equitable relief in any competent court of law in Sri Lanka.
- 4.2 The Client/s agrees/s that the Stockbroker Firm will not be liable for any losses arising out of or relating to any cause which is beyond the control of the Stockbroker Firm. Including but not being restricted to acts of God, fires, explosions, floods, earthquakes, wind storms, national strikes, national riots, national work outs, national boycotts, wars, laws, regulations or acts of any government or from other causes beyond the control of the Broker which by the exercise of due diligence the Broker is unable to prevent.
- 4.3 The Client/s agrees/s that the market data provided to clients are obtained from Colombo Stock Exchange 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 the broker as to their accuracy, completeness, timeliness or correct sequencing. Client/s agree that the Broker will not be liable to client or have any responsibility whatsoever, for:
- a) any Losses arising out of or relating to a cause over which the Broker do 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 client/s may incur in connection with client/s use of the services provided by the Stock Broker under this Agreement.

5.0 TERMINATION

- 5.1 This Agreement shall forthwith terminate, if the Stockbroker Firm for any reason ceases to be a Member/Trading Member of the CSE or if the license issued to the Stockbroker Firm by the SEC is cancelled.
- 5.2 The Parties shall be entitled to terminate this Agreement upon giving notice in writing of not less than fourteen (14) calendar days to the other Party.
- 5.3 Notwithstanding any such termination, all rights, liabilities and obligations of the Parties arising out of or in respect of the transactions entered into prior to the termination of this Agreement shall continue to be in force.



CLIENT AGREEMENT ■

6.0 GENERAL

6.1 Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules of the CSE, SEC and other applicable laws of Sri Lanka.

6.2 The terms and conditions contained in this Agreement shall be subject to the applicable Rules, Regulations, Guidelines and Directions issued by SEC, Rules and Circulars of the CSE and other applicable laws of Sri Lanka..

In the event of any contradiction between the terms and conditions hereof and the applicable Rules, Regulations, Guidelines and Directions issued by SEC, Rules and Circulars of the CSE or other applicable laws of Sri Lanka, the applicable Rules, Regulations, Guidelines and Directions issued by SEC, Rules and Circulars of the CSE or other applicable laws of Sri Lanka (as applicable) shall prevail.

"We understand that where the account is opened among two or more persons, JB Securities is hereby authorized to take orders from any persons jointly or singly and to address all correspondence and payments to the first applicant named in the CDS application (Form1) in the absence of any specific instructions."

IN WITNESS WHEREOF the Parties to the Agreement have set their respective hands hereto and to one (01) other of the same tenor and date as herein above mentioned.

Signature of the Client(s)/Authorized
Signatory of the Client(s)

Authorized Signatory of the
JB Securities (Pvt) Limited
Stockbroker Firm



1.

.....

2.

3.

N.B if a corporate, authorized person/s should sign and the company seal should be placed.

Witness:

Witness:

.....

.....

SCHEDULE 1 - Risk Disclosure Statements - Declaration

I,
an employee of JB SECURITIES (PVT) LIMITED ('Stockbroker Firm'), who is duly authorized by the Board of Directors of the Stockbroker Firm to make declarations on its behalf hereby confirm that the following risks involved in investing/trading in securities listed on the Colombo Stock Exchange ('Risk Disclosure Statements') were clearly explained by me to

.....the Client/s') and
invited the Client/s to read the below mentioned Risk Disclosure Statements, ask questions and take independent advice if the Client/s wish/es to:

- a) The prices of securities fluctuate, sometimes drastically and the price of a security may depreciate and may even become valueless.
- b) It is possible that losses may be incurred rather than profits made as a result of transacting in securities.
- c) It is advisable to invest funds that are not required in the short term to reduce the risk of investing.
- d) If you execute trade via electronic service system provided by us, you will be exposed to risks associated with the system thereof including, without limitation, its failure of hardware and software. Your instructions will not be executed as a result of the failure of the system. In addition, instructions given, or transactions conducted through the electronic service system may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission due to unpredictable traffic congestion or other reasons. Further, communications and personal data may be intercepted by unauthorized third parties"

Signed on behalf of the Stockbroker Firm by.....

Signature :

Designation :

Date :

NIC No. :

CLIENT AGREEMENT ■

SCHEDULE 2 - Risk Disclosure Statements - Acknowledgment

(1)
bearing National Identity Card No./Passport No/Company registration No. of
.....(Address)

(2).....
bearing National Identity Card No./Passport No/Company registration No. of
.....(Address)

(3)
bearing National Identity Card No./Passport No/Company registration No. of
.....(Address)

agree and acknowledge that the following risks involved in investing/trading in securities listed on the Colombo Stock Exchange

('Risk Disclosure Statements') were explained to me/us by

.....
an employee of JB SECURITIES (PVT) LIMITED (Stockbroker Firm'), and I/we was/were invited to read the below mentioned Risk Disclosure Statements, ask questions and take independent advice if I/we wish to.

Additionally, I/we acknowledge that I/we understood the following Risk Disclosure Statements;

- a) The prices of securities fluctuate, sometimes drastically and the price of a security may depreciate and may even become valueless.
- b) It is possible that losses may be incurred rather than profits made as a result of transacting in securities.
- c) It is advisable to invest funds that are not required in the short term to reduce the risk of investing.
- d) If you execute trade via electronic service system provided by us, you will be exposed to risks associated with the system thereof including, without limitation, its failure of hardware and software. Your instructions will not be executed as a result of the failure of the system. In addition, instructions given, or transactions conducted through the electronic service system may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission due to unpredictable traffic congestion or other reasons. Further, communications and personal data may be intercepted by unauthorized third parties"

Signature of the Client(s)/Authorized Signatory of the Client(s)



- 1.
- 2.
- 3.

Date :

N.B if a corporate, authorized person/s should sign and the company seal should be placed.

FUND RETENTION REQUEST ■

CDS AC No : _____

Client Name : _____

With Reference to the above CDS account, I/We hereby authorize JB Securities (Pvt) Ltd to hold my/our sales proceeds/excess cash until further request by me/us or set off against future purchases.

This request will remain in effect until revoked by me/us in writing.

Thank you

Signature of the Client(s)/Authorized Signatory of the Client(s)



1.

2.

3.

 Emboss seal/Rubber stamp

Date :

N.B if a corporate, authorized person/s should sign and the company seal should be placed.

E- STATEMENT REQUEST

CDSAC No : _____

Client Name : _____

I/We hereby request you to forward to me/us soft copies of the contract notes for my/our purchases and sales and monthly statements etc., in respect of my/our share transactions through your company to the given e-mail address. I/We hereby undertake to request /inform you in writing if I/We require printed copies of the aforesaid documents or the given e-mail address is changed.

E-mail : _____

In consideration of JB Securities (Pvt) Ltd so doing I/We hereby agree and undertake to indemnify JB Securities (Pvt) Ltd and keep JB Securities (Pvt) Ltd indemnified and saved harmless at all times from and against all actions and expenses etc. What so ever arising which may arise or brought against or sustained by JB Securities (Pvt) Ltd by reason of sending me/us the soft copies of the documents mentioned above.

Signature of the Client(s)/Authorized Signatory of the Client(s)



1.

2.

3.

 Emboss seal/Rubber stamp

Date :

N.B if a corporate, authorized person/s should sign and the company seal should be placed.

DIRECT REMITTANCE ADVICE

CDSAC No : _____

BANK ACCOUNT INFORMATION

Bank account Name _____

(Attach a photocopy of the Saving Account information page/latest Current Account statement. The Bank Account Name must match with the Name of CDS Account Holder/Holders)

Bank Name _____ Bank Code _____

Branch Name _____ Branch Code _____

Account No _____

 Account Type ☐ Saving Account ☐ Current Account

I/We hereby authorize JB Securities (Pvt) Ltd (JBS) to credit the money due to me/us on CDS transactions on the due date to my/our above mentioned Bank Account. This authority shall remain in full force and effect until JBS has received written notification from me/us, of its termination or changes. I/We hereby declare that the particulars given herein are true and correct.

Signature of the Client(s)/Authorized Signatory of the Client(s)



1.

2.

3.

 Emboss seal/Rubber stamp

Date :

N.B if a corporate, authorized person/s should sign and the company seal should be placed.

INTERNET TRADING AGREEMENT ■

CDS AC No : _____

Client Name : _____

I/We hereby declare that I/we am/are aware of the following Terms and Conditions imposed by the JB SECURITIES (PVT) LTD., and I/we hereby undertake to abide by the following Terms and Conditions:

SECTION 1

- 1.1 All transactions shall be subject to the rules of the Colombo Stock Exchange and other prevailing laws and regulations of Sri Lanka and in particular to the authority hereinafter granted by the client to the broker.
- 1.2 We hereby permit and authorize JB SECURITIES (PVT) LTD, (hereinafter referred to as “the Broker”), at their absolute discretion and at the company risk, to sell and transfer any or all of the shares or securities, registered in my/our securities account to be opened by the company and maintained by the Broker at the Central Depository System (Pvt) Limited, in order to make good and compensate for any loss or damages incurred or sustained by the Broker, as a result of our default in making any payments lawfully due to the BROKER, on or before the settlement date.
- 1.3 The above authority i.e. the right to sell securities given to the Broker by the company, is in addition to other rights, powers and remedies available to the Broker under the prevailing laws rules and regulations of Sri Lanka. The authority granted hereby shall in no way affect or exempt me/us from any liability towards the Broker arising from or consequent upon any such default.
- 1.4 Before every purchase order, we agree to do a bank transfer / deposit a cheque, at least equivalent to 50% of the value of the order or in the alternative have adequate securities in our account, to cover at least 50% of the value of the order.
- 1.5 We acknowledge that the market data provided to the company are obtained from Colombo Stock Exchange 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 “the broker as to their accuracy, completeness, timeliness or correct sequencing. We agree that the Broker will not be liable to the company or have any responsibility whatsoever, for:
 - a. any Losses arising out of or relating to a cause over which Broker do 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 we may incur in connection with the company use of the Services provided by the Broker under this Agreement.
- 1.6 We hereby agree that the Broker shall not be responsible for any delay or failure to comply with any part of these terms and conditions resulting from causes beyond the Broker’s control, including but not being restricted to acts of God, fires, explosions, floods, earthquakes, wind storms, national strikes, national riots, national work outs, national boycotts, wars, laws, regulations or acts of any government or from other causes beyond the control of the Broker which by the exercise of due diligence the Broker is unable to prevent.
- 1.7 We hereby undertake to give you notice in writing of any changes of particulars given.

SECTION 2

SECTION 2 APPLIES IF CDS ACCOUNT HOLDER/HOLDERS APPOINTS AUTHORISED PERSON TO OPERATE THE ONLINE TRADING FACILITY ON HIS/HER/THEIR BEHALF.

- 2.1. We, the CDS Account Holder/s hereby authorize and appoint the Authorized Person below-mentioned as the company's Trader and/or Attorney-in-fact for the purchase and sale of Securities and other financial instruments in the company's CDS Account at JBS.
- 2.2. JBS has the full discretion to determine and cancel this Trading Authorization Agreement.
- 2.3. The Authorized Person authorize to act on the company's behalf of and without notice to the company to buy, sell and to otherwise trade stocks, bonds and/or any other securities. The actions of the Authorized Person have the same force and effect as those of the company with respect to such transactions and JBS is authorized to follow such actions as if directly instructed by the CDS Account Holder/s, i.e the company.
- 2.4. All terms and conditions set forth in the 'JBS Internet Trading Facility Agreement and those terms and conditions otherwise established by the JBS shall apply equally to the Authorized Person as well as to me/us. We agree that this Trading Authorization Agreement is part and parcel of the 'JBS Account Opening Form'.
- 2.5. We, the CDS Account Holder/s agree/s and undertake/s all such transactions conducted by the said Authorized Person are at the company's risk. We, the CDS Account Holder/s hereby ratify and confirm any and all transactions made at any time by the Authorized Person in the company's CDS Account. Accordingly, We, the CDS Account Holder/s agree/s to indemnify and hold harmless the JBS from any and all losses arising from and to promptly pay on demand and debit balance due to the JBS.
- 2.6. This authorization and indemnity is in addition to, and in no way limits or restricts any rights which JBS may have under any other Agreement with the company or the Authorized Person.
- 2.7. AUTHORISED PERSON INFORMATION

Relationship to Account Holder/s _____

(Please attach a fully certified copy of Power of Attorney if Applicable)

☐ Mr. ☐ Mrs. ☐ Miss. ☐ Ms. ☐ Other _____ ☐ Male ☐ Female

Full Name. (In accordance with identity document)

NIC/Passport no (Attach copy)

Date of Birth (DD/MM/YYYY)

Nationality (Resident/Non Resident)



Registered Address _____

City Province/State Country Post Code/Zip Code

Telephone (Residence) _____ (Office) _____ (Mobile) _____

E-mail Address _____

Details of Employment or Occupation - Company Name and Address _____

Title _____ Nature of Business _____

2.8. This Authorization Agreement shall remain in full force and effect until revoked by the company by written notice addressed to JBS and delivered to its office. The company shall be liable for all transactions initiated prior to JBS's receipt of such written revocation. By signing below, we, the CDS Account Holder/s and the Authorized Person have read and agreed to the terms and conditions furnished in this Agreement.

Signature of Authorised Person

Signature of the Client(s)/Authorized Signatory of the Client(s)



1.

2.

3.

Date :

N.B if a corporate, authorized person/s should sign and the company seal should be placed.

OFFICE USE ONLY

Investment Advisor Name _____

Signature

Date :

Approved By Name _____

Signature

Date :

DECLARATION OF NON-U.S. PERSON/S ■

Manager
JB Securities (Pvt) Limited
150 St Joseph's Street
Colombo 14
Sri Lanka

CDS Account No :

I/We (1)

bearing National Identity Card No./Passport No/Company registration No.of
.....(Address)

(2).....

bearing National Identity Card No./Passport No/Company registration No.of
.....(Address)

(3).....

bearing National Identity Card No./Passport No/Company registration No. of
.....(Address)

declare that I/we **DO NOT FALL UNDER THE DEFINITION OF A U.S. PERSONS** under the provisions of the Foreign Account Tax Compliance Act ("FATCA") which is a US legislation aimed at preventing tax evasion by US persons through overseas assets.

I/We agree to advise JB Securities (Private) Limited in writing, if I/We change my/our citizenship status in future and qualify to be a "U.S. Person" as described under FATCA

I/We confirm that I/we understand FATCA is extraterritorial by design and requires "US Persons" to report their financial assets held overseas.

I/We further confirm that this request is made by me/us with full knowledge and understanding of FATCA.

Further, I/We declare that I am/we are Resident of

I am/We are citizen of the following Country/Countries.....

My/Our Nationality :

Signature of the Client(s)/Authorized Signatory of the Client(s)



1.

2.

3.

Date :

N.B if a corporate, authorized person/s should sign and the company seal should be placed.

DECLARATION ON FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA) OF USA – U.S. PERSON/S

Manager
JB Securities (Pvt) Limited.
150 St Joseph's Street
Colombo 14
Sri Lanka

CDS Account No :

I/We (1)

bearing National Identity Card No./Passport No/Company registration No.of
.....(Address)

(2).....

bearing National Identity Card No./Passport No/Company registration No.of
.....(Address)

(3).....

bearing National Identity Card No./Passport No/Company registration No. of
.....(Address)

who **FALL UNDER THE DEFINITION OF A U.S. PERSONS** under the provisions of the Foreign Account Tax Compliance Act ("FATCA") which is a US legislation aimed at preventing tax evasion by US persons through overseas assets. I/We confirm that I/we understand FATCA is extraterritorial by design and requires "US Persons" to report their financial assets held overseas.

I/We hereby request JB Securities(Pvt) Limited which is recognized as a Foreign Financial Institutions (FFIs) in terms of the FATCA to report all information pertaining to the accounts and investments held by me/us in the JB Securities (Pvt) Limited and to remit any tax payable to the Internal Revenue Service (IRS) of the United States of America.

I/We further confirm that this request is made by me/us with full knowledge and understanding of FATCA and terms of stock broker rules of Colombo Stock Exchange of Sri Lanka.

Further, I/We declare that I am/we are Resident of.....

I am/We are citizen of the following Country/Countries.....

My/Our Nationality :

Signature of the Client(s)/Authorized Signatory of the Client(s)



1.

2.

3.

Date :

N.B if a corporate, authorized person/s should sign and the company seal should be placed.