

## CLIENT AGREEMENT – FOR INDIVIDUAL ■

*This agreement is sought under the Section 2.3.5 of Stockbroker rules of Colombo Stock Exchange. Section 2.3.5 "Stockbroker Firms shall enter into a written agreement (Client Agreement) with each client before services are provided to the client."*

I/We.....holder of NIC/PP No .....

of.....(Address)

and.....holder of NIC/PP No .....(Joint holder 1)

of.....(Address)

and.....holder of NIC/PP No.....(Joint holder 2)

of.....(Address)

do hereby declare that I/we am/are aware of the following Terms and Conditions imposed by the JB SECURITIES (PVT) LTD (hereinafter referred to as "the Broker").

JB SECURITIES (PVT) LTD (JBS) is a company duly incorporated and registered under the Company's Act No 7 of 2007 bearing company registration No PV 20611 and having its registered office at No 150 St Joseph Street, Colombo 14 in Sri Lanka, and is a stock broking company licensed under the Securities and Exchange Commission of Sri Lanka Act No 36 of 1987 (as amended).

- a) JBS offers stock broking and related services to its clients.
- b) JBS is entitled the brokerage commission and other transaction costs levied on transactions executed on the Colombo Stock Exchange are those stipulated by the CSE.
- c) JBS offers an incentive scheme to its employees which is based on turnover generated by the company.
- d) JBS declares that it will notify its clients of any material change to the information provided in this document.

and I/We hereby undertake to abide by the following Terms and Conditions:

1. I/we hereby request JB SECURITIES (PVT) LTD, to open and maintain a securities account in my/our name and to act as my/our stock broker in relation to the shares listed on the Colombo Stock Exchange (CSE).

2. The securities to be purchased through the securities account to be opened by me/us in the CDS is for my/our benefit only.

3. 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.

4. 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.

5. I/We hereby permit and authorize JB SECURITIES (PVT) LTD at their absolute discretion and at my/our risk, to sell and transfer any or all of the shares or securities, deposited in my/our securities account to be opened by me/us 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 my/our default in making any payments lawfully due to the Broker, on or before the settlement date.

6. The above authority i.e. the right to sell securities in my/our 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 me/us from any liability towards the Broker arising from or consequent upon any such default.

7. Before every purchase order, I/We agree to deposit in cash/cheque, at least equivalent to 50% of the value of the order or in the alternative have adequate securities in my/our account, to cover at least 50% of the value of the order.

8. I/We acknowledge that the market data provided to me/us 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. I/We agree that the Broker will not be liable to me/us 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 I/We may incur in connection with my/our use of the Services provided by the Broker under this Agreement.

9. I/We acknowledged that **RISK DISCLOSURE STATEMENT** given below was explained to me/us by the broker and I/we was/ were invited to read the risk disclosure statement, to ask questions and take independent advice if I/we wish.  
**RISK OF SECURITIES TRADING** “The prices of securities fluctuate, sometimes drastically. The price of a security may move up or down, and may even become valueless. It is likely that losses may be incurred rather than Profits made as a result of buying and selling securities “ **RISK OF ELECTRONIC SERVICE** “If you execute trade via electronic service system provided by me/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”

10. I/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.

11. The application and the documents attached thereto bear true and correct information and no alteration, modification or falsification was carried out to them to hide or deflect true facts.

12. I/We declare that the information provided in this application is true and accurate and our investments will be in accordance with such information.

13. I/ We hereby confirm that Contents of this application have been duly read over and understood by me/ us prior to signing.

14. I/We hereby undertake to give you notice in writing of any changes of particulars given.

Signature of Applicant	Signature of 1st Joint Applicant	Signature of 2nd Joint Applicant
Date:	Date:	Date:

Risk Disclosure Statement – The risk disclosure statement has been explained to the client and the client has been encouraged to read, ask questions and get an independent view.

Investment Advisor - Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Approved By - Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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**FUND RETENTION REQUEST** ■

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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 be remained valid until revoke in writing.

Thank you

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of 1st Joint Applicant

\_\_\_\_\_  
Signature of 2nd Joint Applicant

Date:

Date:

Date:

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**E- STATEMENT REQUEST** ■

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CDS AC No : \_\_\_\_\_

Client Name : \_\_\_\_\_

E-Mail Address : \_\_\_\_\_

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 my/our given e-mail address is changed.

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 Applicant

\_\_\_\_\_  
Signature of 1st Joint Applicant

\_\_\_\_\_  
Signature of 2nd Joint Applicant

Date:

Date:

Date:

**DIRECT REMITTANCE ADVICE** ■

CDS AC 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 Applicant

Date:

\_\_\_\_\_  
Signature of 1st Joint Applicant

Date:

\_\_\_\_\_  
Signature of 2nd Joint Applicant

Date:

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## INTERNET TRADING AGREEMENT ■

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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 I/We hereby permit and authorize JB SECURITIES (PVT) LTD, (hereinafter referred to as “the Broker”), at their absolute discretion and at my/our risk, to sell and transfer any or all of the shares or securities, registered in my/our securities account to be opened by me/us 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 my/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 me/us, 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, I/we agree to deposit in cash/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 I/We acknowledge that the market data provided to me/us 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. I/We agree that the Broker will not be liable to me/us 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 I/we may incur in connection with my/our use of the Services provided by the Broker under this Agreement.

1.6 I/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 I/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. I/We, the CDS Account Holder/s hereby authorize and appoint the Authorized Person below-mentioned as my/our Trader and/or Attorney-in-fact for the purchase and sale of Securities and other financial instruments in my/our 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 my/our behalf of and without notice to me/us 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 mine/ours 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 me/us.
- 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. I/We agree that this Trading Authorization Agreement is part and parcel of the 'JBS Account Opening Form'.
- 2.5. I/We, the CDS Account Holder/s agree/s and undertake/s all such transactions conducted by the said Authorized Person are at my/our risk. I/We, the CDS Account Holder/s hereby ratify and confirm any and all transactions made at any time by the Authorized Person in my/our CDS Account. Accordingly, I/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 me/our 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 me/us by written notice addressed to JBS and delivered to its office. I shall be liable for all transactions initiated prior to JBS's receipt of such written revocation. By signing below, we/I, 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  
 Date

\_\_\_\_\_  
 Signature of Applicant Applicant  
 Date:

\_\_\_\_\_  
 Signature of 1st Joint Applicant  
 Date:

\_\_\_\_\_  
 Signature of 2nd Joint  
 Date:

**OFFICE USE ONLY**

Investment Advisor Name \_\_\_\_\_

\_\_\_\_\_  
 Signature  
 Date

Approved By Name \_\_\_\_\_

\_\_\_\_\_  
 Signature  
 Date