

APPLICANT

INDIVIDUAL / COMPANY NAME																															
JOINT NAME																															
NIC/PASSPORT/CO.REG.NO.																Tel Mobile															
CDS ACCOUNT No.																Email															
ADDRESS																															
Country																															

AUTHORISED OFFICER (IF COMPANY)

NAME																																
DESIGNATION																																
CONTACT DETAILS	Tel Fixed																Tel Mobile															
	Fax																Email															

COVENANT & UNDERTAKING

I/We undertake to use the Online Trading System for share trading in accordance with the Rules and Regulations of the Colombo Stock Exchange and Central Depository Systems (Pvt) Ltd., and hereby agree to the Terms and Conditions as set forth below.

Signature / Company Authorised Signatory 1										Joint Signature / Company Authorised Signatory										Company Seal									

FOR OFFICE USE ONLY

		Account Opening Ref #		
		Rs.		
Advisor		Exposure Limit	Date	
Account Approved by		Account Created by	Account Checked by	

TERMS AND CONDITIONS FOR ACCESS TO THE ONLINE TRADING SYSTEM

You expressly understand and agree that:

Your use of the Online Trading System is provided on an "as is" and "as available" basis to the full extent permitted under Sri Lankan Law. You also acknowledge you have the capacity and knowledge to understand the basic operations of the Internet and have a clear understanding of the use of the Internet Trading Facility and possess the minimum IT requirements of at least 8GB of Random Access Memory and a stable Internet Connection. CT Smith Securities (Pvt) Ltd (CT Smith) expressly disclaims all warranties of any kind with respect to the Online Trading System and any products or services available on or through the Online Trading System, whether express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The Application Systems shall be used by you for the sole purpose of routing orders to the ATS using the Internet Trading Facility on your behalf and shall not be used to route orders to the ATS on behalf of any other person maintaining a securities account with the CDS. You acknowledge that you understand the risk of online securities trading and that the prices of securities fluctuate. 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.

If you are more than one person, then all persons are jointly and severally bound by these terms and conditions and CT Smith grants for your use only, a limited non-transferable, non-exclusive right to access the Trading Site for the purpose of using the Services. You acknowledge that CT Smith reserves the right to refuse any application to provide access to the Trading Site, and the right to terminate or suspend access to the Trading Site and Services at any time without any reason whatsoever and without prior notice. You also agree that CT Smith or any third party engaged in providing services to you on or through the Online Trading System shall not be responsible or liable for any damages caused by unauthorized access, systems failures, communication line failures or other occurrences beyond the control of CT Smith or such third parties.

Indemnification

You agree to indemnify, defend and hold harmless CT Smith, its affiliates and officers, directors and employees, and the CSE/SEC from and against any and all claims, liabilities, damages, losses or expenses, including attorney's fees and costs, arising out of or in any way connected with your access to or use of, the Online Trading System. In terms of Clause 1.1 of the Internet Trading Guidelines of the Colombo Stock Exchange, you agree that the Online Trading System will be used solely for the purpose of operating your own CDS Account and shall not be used to operate the CDS Accounts of any other person, except in the case where the Client is a joint holder, beneficial owner of a corporate account, spouse's account with written consent renewed annually, or in the case of Fund Management Companies. CT Smith & the Client undertake to notify each other of any material changes to the information contained herein. You also undertake not to disclose and/or permit the use of the User ID and password assigned to you to any third party, and that in the event you fail to comply with the Password Policy of the Company, you shall be responsible for breach of contract and the consequences arising thereof. In the event you fail to comply with the Password Policy, you shall be responsible for breach of contract and the consequences arising thereof.

No Recommendations or Advice Provided

CT Smith provides the content of the Online Trading System for information and online trading purposes only. You should not construe any such information as investment, financial, tax, legal or other advice. You alone will bear the sole responsibility of evaluating the merits and risks associated with the use of any data, information or content on the Online Trading System before making any decisions based on such data, information or content. In exchange for using such data, information or content, you agree to not hold CT Smith or its third party content providers liable for any possible claims for damages arising from any decision you make based on information made available to you through the Online Trading System.

Integration, Severability & Confidentiality

If any provisions of the Terms and Conditions is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of the remaining provisions. These Terms and Conditions represent the entire agreement between CT Smith and the User relating to the subject matter herein, except CT Smith's relationship with its customers governed by the CT Smith Account Opening Agreement. CT Smith and the Client will uphold, subject to the Laws of Sri Lanka, the confidentiality of this document.

INFORMATION FOR FOREIGN INVESTORS

This Online Trading System shall not be considered a solicitation for or offering of any investment product or service to any person in any jurisdiction where such solicitation or offering would be illegal. Because of the global nature of the Internet, you agree to comply with all local rules regarding online conduct, including all laws, rules, codes and regulations of the country in which you reside and the country from which you access the Online Trading System.