

Internet Trading - Client Registration Form/Agreement

View Only Full Trading Access Date

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(PLEASE FILL THE FORM IN BLOCK LETTERS)

CDS Account No *

A	S	I																	
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Name *

(Mr./Mrs./Ms./Dr./Rev)

Contact No.

E-Mail *

Advisor

Client's capacity and technical competence – YES NO

* Mandatory details for the creation of an Internet Trading Account

Signature – Client

Office use:

User ID:

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A/C Create Created E-Mailed

View Only Full Trading Access

A/C Creation Date:

Processed by.....

INTERNET TRADING AGREEMENT

This Internet Trading Agreement (“Agreement”) is entered into by and between:

ASIA SECURITIES (PRIVATE) LIMITED, a company re-registered under the Companies Act No. 7 of 2007, bearing Company Registration No. PV 1924, and having its registered office at 4th Floor, Lee Hedges Tower, 349, Galle Road, Colombo 3, Democratic Socialist Republic of Sri Lanka (hereinafter referred to as “ASPL,” which term shall include its successors and permitted assigns), of the **FIRST PART; AND**

THE CLIENT, whose details are provided above (hereinafter referred to as “the Client,” which term shall include their executors, administrators, successors, and permitted assigns), of the **OTHER PART**.

WHEREAS:

- 1. ASPL is licensed by the Securities Exchange Commission of Sri Lanka (“SEC”) as a Stockbroker authorized to conduct the business of buying and selling securities on behalf of investors/clients in exchange for a commission and is a Member of the Colombo Stock Exchange (“CSE”).
- 2. The Client wishes to use ASPL’s Internet Trading Facility to route orders to the Automated Trading System (ATS) of the CSE.

NOW, THEREFORE, the Parties agree as follows: Terms and Conditions

Use of the Internet Trading Facility

- a. The Internet Trading Facility shall be used by the Client solely for routing their orders to the ATS and not on behalf of any other individual or entity maintaining a securities account with the CDS (Central Depository Systems).
- b. The Client represents and warrants that they possess the necessary knowledge and capacity to operate the Internet Trading Facility effectively and understands its functions and associated risks.

Confidentiality and Security

- a. Both ASPL and the Client are responsible for ensuring the confidentiality of data and information provided or exchanged through the Internet Trading Facility.
- b. ASPL shall provide the minimum system specifications required to access and use the Internet Trading Facility effectively.
- c. The Client agrees to adhere to ASPL’s Password Policy, which includes using strong passwords, updating passwords regularly, and avoiding sharing passwords except as permitted under the Trading Participant Rules of the CSE.

Acknowledgment of Risks

- a. The Client acknowledges that trading via the Internet Trading Facility involves risks, including but not limited to technical failures, system interruptions, or cybersecurity threats.

Indemnification

- a. Each Party agrees to indemnify and hold the other Party harmless against any losses, liabilities, damages, claims, or costs arising from negligence or breach of this Agreement.
- b. The indemnified Party may seek equitable relief, including injunctions, to enforce its rights under this clause in any competent court of law in Sri Lanka.

Breach of Security

- a. ASPL shall ensure that User IDs and passwords assigned to Clients are not disclosed to unauthorized persons.
- b. The Client shall be responsible for any consequences arising from non-compliance with the Password Policy or breaches caused by their negligence.

Liability

- a. ASPL shall not be liable for any losses arising from causes beyond its control or due to the Client’s negligence.

Communication and Notices

- a. ASPL shall promptly notify the Client in writing of any material changes to contact details or other relevant information.

Termination

- a. This Agreement shall terminate automatically if ASPL ceases to be a Member or Trading Member of the CSE or if its SEC license is revoked.
- b. Either Party may terminate this Agreement by providing at least fourteen (14) calendar days’ written notice to the other Party.
- c. Termination shall not affect the rights, liabilities, or obligations of the Parties with respect to transactions entered into before termination.

Fees and Charges

- a. The Client agrees to pay all applicable fees and charges for the Internet Trading Facility as determined by ASPL.

Compliance with Laws and Regulations

- a. The Client agrees to use the Internet Trading Facility in compliance with the Rules of the CSE and CDS, applicable guidelines and circulars, the SEC Act, and any rules or directives issued by the SEC or CSE.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below:

THE CLIENT

ASIA SECURITIES (PRIVATE) LIMITED

Signature: _____

Signed by: _____
Head of IT

Date: _____

Date: _____