

# CAPITAL ALLIANCE SECURITIES (PVT) LTD

## Internet Trading Facility Agreement

### REGISTRATION

**Applicants Name** : .....  
(Surname with Initials / Or Company Name)

**Address** : .....  
.....

**Email Address** : .....  
(Login details will be emailed to the given email address)

**Tele. No.** : .....

**CDS Account No** : .....  
("Securities Account")

**Joint Holder Details** : .....  
(Surname with initials)

### GENERAL

Users are advised to operate the internet trading facility (INTELLECT) system in accordance with the guidelines of the User Manual provided.

Broker and System Provider will not be liable for any unauthorized use of the password or unauthorized order or trade executed or non executed trades via INTELLECT, and for any accidental and/or erroneously executed trades via INTELLECT. However, users may contact their stock broker / investment advisor immediately to arrange a manual trade cancellation, subject to counter party and Colombo Stock Exchange approval. All the trades via INTELLECT shall be subject to the Conditions of Sale and Purchase of the Colombo Stock exchange and the Rules of the Central Depository Systems.

Applicant/Joint Applicant shall be referred to jointly and severally as "Client".

### OPERATING INSTRUCTIONS

For Joint Account Applications:

We, the undersigned, being joint account holders of Securities Account above specified hereby authorize Mr. Mrs. Ms. (Name and NIC No.)..... being party to such joint account, to operate the said Securities Account and agree and indemnify Broker and System Provider at all times against losses claims damages and or expenses which may be incurred or sustained in consequence of or incidental to the transactions of the Securities Account. We agree and

acknowledge we do not have any right of action jointly or severally against Broker and /or System Provider in respect of any acts or omission in relation to the joint Account by the party authorized to operate the said Account and Broker and System Provider shall have no liability in respect of the same.

If the User is a Corporation:

It was resolved at a duly convened meeting of the Board of Directors of..... held on.....that (Name and NIC No.) .....is authorized to operate the Securities Account through the internet trading facilities provided by Broker, and the Company agrees to indemnify Broker and System Provider against losses, claims, damages and or expenses which may be incurred or sustained in consequence of or incidental to the transactions of the Securities Account by such authorized representative. Company agrees and acknowledges that it does not have any right of action jointly or severally against Broker and /or System Provider in respect of any acts or omission in relation to the Securities Account by its authorized representative and Broker and system Provider shall have no liability in respect of the same.

#### **DECLARATION OF CLIENT**

I /We, the undersigned declare and represent that the information as provided by me/us on this form is true, correct and complete and that the representations made by me/us is accurate. I/We acknowledge and agree that this Internet Trading Facility Agreement is conditional upon the completion and acceptance of the following documents:

1. Client Registration Form
  2. KYC Form
  3. CDS Account Opening Application
  4. CDS Declaration
- (collectively "Securities Account Terms and Conditions")

I /We, the undersigned have read and fully understand the provisions of this internet Trading Facility Agreement and acknowledge and agree that I/We will be bound by the terms and conditions of this agreement hereafter set out and the Securities Account Terms and Conditions as may be amended from time to time.

Date: .....

.....  
**Applicant**

.....  
**Joint Applicant**

\*If applicant is a company, signature and rubber stamp of Director/Company Secretary shall be required

## **Internet Trading Facility Terms and Conditions**

Hereinafter set forth are the terms and conditions under which Capital Alliance Securities (Pvt) Ltd hereinafter (Broker) shall permit the client to have access to the Broker Internet Trading Facility through your internet browser terminal for the electronic transmission of orders and/or transactions in your Securities Account with Broker and also to electronically monitor the activity, order and/or transactions in your Securities Account with us. These terms and conditions shall form an integral part of the Internet Trading Facility Agreement.

### **Conditions of use of Broker Internet Trading Facility**

1. Client acknowledges that all proprietary rights and intellectual property rights in the Broker Internet Trading Facility (including the Broker website) belongs to Broker.
2. The Broker Internet Trading Facility (defined as Application System under the internet Trading Rules of the CSE) shall be used solely for the purpose of operating the Securities Account of the Client and shall not be used by the Client to operate the Securities Accounts of any other person except as specifically authorized by stockbroker Rules of the CSE. You will use the software provided by Broker solely for the purpose of effecting orders and or monitoring the activity of your securities account online. The access rights so granted shall not be used to provide third party training or as a service bureau for any third parties.
3. The Client agrees to use the online service strictly in accordance with the terms and conditions of this Internet Trading Facility Agreement and the Securities Account Terms and Conditions as defined in the Client Declaration and the rules procedures and conditions established by the Broker Internet Trading Facility. Broker provides access to such online services in reliance upon Client having adopted procedures to prevent unauthorized access to and use of the Broker system.
4. Client will be expected to operate the system in accordance with the comprehensive and easy to use User Manual on the Internet Trading system provided by Broker
5. Client shall ensure that there are sufficient funds at all times available in your Securities Account to perform any of your trading instructions including via online services. The operation of your Securities Account shall be in accordance this Agreement and with the Securities Account Terms and Conditions as defined in the Client Declaration.
6. Client acknowledges that broker shall be entitled to levy or impose service charges or transaction fees from time to time in respect of your use of or access to the Broker Internet Trading Facility.

## **Access and Security**

7. The Broker Internet Trading Facility shall be accessed by the Client via User Login ID as assigned by Broker and a password unique and confidential to the Client. You acknowledge represent and warrant that you are the sole and exclusive owner and accept sole responsibility for use confidentiality and protection of the password as well as for all order and information changes entered into your account using such password.
8. Client will be liable for all transactions placed through the Broker Internet Trading Facility resulting from the use or misuse of your password. You will accept responsibility for the monitoring of your accounts. You will immediately notify the Broker in writing if you become aware of any of the following: Any loss, theft, or unauthorized use of your password, login and/or account numbers or; Any failure by you to receive a message indicating that an order was received and/or executed or; Any failure by you to receive an accurate confirmation of any execution or; Any receipt or confirmation of an order and/or execution which you did not place or; Any inaccurate information in your account balances, positions or transaction history.

## **Risks of Online Trading**

9. Client expressly agrees that the use of the Broker Internet Trading Facility and online services provided thereby is at the Client's sole risk. Client shall assume full responsibility and risk of loss resulting from the use of services or materials obtained through the Broker Internet Trading Facility and Broker website and you agree to any financial liability for trades executed through the Broker Internet Trading Facility.
10. You understand that the Broker provides no tax, legal or investment advice of any kind, nor gives advice or offer any opinion with respect to the nature, potential value or suitability of any particular securities transaction or investment strategy through the online services. You further understand that while you may be able to access investment research reports including computerized online services, the availability of such information does not constitute a recommendation to buy or sell any of the securities discussed therein.
11. Any investment decisions you make will be based solely on your own evaluation of your financial circumstances and investment objectives. You understand that all orders entered by you electronically are based upon your investment decisions and your sole responsibility and you will not hold, nor seek to hold, the Broker or any of its officers, directors, employees, agents, subsidiaries or affiliates, liable for any trading losses or other losses incurred by you.
12. Broker does not warrant the accuracy of any information pertaining to your Securities Account or transactions as reported through the Broker Internet Trading Facility. You agree that Broker shall not be liable in contract tort or equity for any direct and/or indirect loss however arising from the inaccuracy or omission in the information obtained from the online services.
13. You are advised to seek advice from relevant consultants and professions before acting upon any information made available or accessed via the Broker Internet Trading Facility.

## **Execution of Orders**

14. You understand that entering an order with the Broker, including market orders does not guarantee execution of the order, and you agree that the Broker shall not be responsible for any order that is not executed. The Broker shall not be deemed to have received any order or communication transmitted electronically by the Client until Broker has actual knowledge of such order or communication.
15. Any instructions for Broker for cancellation revocation reversal or amendment or clarification of your earlier instructions can only be effected if your request is received before the earlier instruction is executed.
16. You hereby agree that Broker's records and any records of the instructions communications operation or transactions made or performed, processed or effected through the Broker Internet Trading Facility accessed and used via Client's User Login and password shall be binding and conclusive evidence of the transaction.

## **Representations**

17. The Client acknowledges that access to the online service or any portion thereof may be restricted or unavailable during period of peak demands, extreme market volatility, systems upgrades or other reasons. Broker makes no express or implied representations or warranties to the Client regarding the usability condition or operation of the Broker Internet Trading Facility. Broker does not warrant that access to or use of the online service will be uninterrupted or error free or that the online service will meet any particular criteria of performance or quality.
18. The Client acknowledges that in the event that your access to the online service or any portion thereof is restricted or unavailable you agree to use other means to place your orders or access information such as calling the Broker and/or Broker representative.

## **Liabilities**

19. To the extent permitted by applicable laws under no circumstances including negligence shall Broker or anyone else involved in creating, producing delivering or managing the Broker Internet Trading Facility and Broker website be liable for any direct indirect incidental special or consequential damages that result from the use or inability to use the online service or out of any breach of any warranty including without limitation those for business interruption or loss of profits.
20. Without limiting the generality of above, Broker shall not be responsible or liable for any loss or damage incurred or suffered by you by reason of or arising from: Any errors in the transmission of your instructions or any other instructions data or information transmitted by you through the Broker Internet Trading Facility or errors in transmission by Broker of any data or information through the Broker Internet Trading Facility. The unavailability of Broker Internet Trading Facility Any breakdown or malfunction of any equipment system or software used in

connection with the Broker Internet Trading Facility including but not limited to any electronic terminal server or telecommunication device or system.

### **Termination**

21. The Broker may in its sole discretion terminate or restrict your access to the Broker Internet Trading Facility and may terminate the Internet Trading Facility Agreement at any time. Upon termination, any software license granted to you herein shall automatically terminate.

### **Miscellaneous**

22. The use of the Broker Internet Trading Facility outside of Sri Lanka is subject to the Exchange Control Regulations of the Central Bank of Sri Lanka or any fiscal or exchange control requirements operating in the country where the transaction is effected or requested and the laws and regulations of Sri Lanka and the country where the transaction is effected or requested. Client hereby agrees that you are using the Broker Internet Trading Facility at your own initiative and are responsible for your compliance with local laws.
23. Broker shall maintain strict confidentiality of its Clients' personal and trading information. Such information shall be disclosed by the Broker only to the CSE and/or SEC or pursuant to a request by Client, Inland Revenue, Company Auditors, regulatory entity or court order.
24. Broker reserves the right to add modify delete or vary any these terms from time to time with notice to Client.

### **Law**

25. The laws of the Democratic Socialist Republic of Sri Lanka and the courts of Sri Lanka shall have exclusive jurisdiction in respect hereof.