

## 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

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Signature – Client

**Office use Only:**

User ID:

A/C Create  Created E-Mailed

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A/C Creation Date: .....

Processed by.....

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# Internet Trading Agreement

**ASIA SECURITIES (PRIVATE) LIMITED** a company registered under the Companies Act No.7 of 2007 bearing Companies Registration No. PV 1924 having its registered office at 4<sup>th</sup> Floor, Lee Hedges Tower, 349, Galle Road, Colombo 3, in the Democratic Socialist Republic of Sri Lanka (hereinafter called "**ASPL**") which term and expression as herein used shall include the said Asia Securities (Private) Limited) its successors and permitted assigns of the FIRST PART

**BY AND BETWEEN "THE CLIENT"** who's details are given in above hereto which term and expression as herein used shall where the context so requires or admits mean and include the said **CLIENT** his/her/their/its executors and administrators successors and permitted Assigns of the OTHER PART

WHEREAS ASPL is licensed by the Securities Exchange Commission of Sri Lanka (hereafter referred to as **SEC**) as a Stockbroker to carry on the business of buying and selling securities on behalf of Investors/Clients in return for a commission; and is a Member of the Colombo Stock Exchange (hereafter referred to as CSE).

- (a) Application Systems shall be used by the Client for the sole purpose of routing orders to the ATS using the Internet Trading Facility on his/her/its behalf and shall not be used by such Client to route orders to the ATS on behalf of any other person maintaining a securities account with the CDS.
- (b) The Client undertakes that he/she/it has the capacity and knowledge to understand the basic operations of the Internet and processes a clear understanding of the use of the Internet Trading Facility.
- (c) The Client and Trading Participant have a responsibility with regarding the confidentiality of data and information provided through the Application Systems.
- (d) ASPL will make available minimum system specifications required to process the Internet Trading Facility.
- (e) The client undertakes that there are risks associated with trading via the Application Systems using the Internet Trading Facility by the Client.
- (f) The Client agrees it is the Responsibility of the Client in relation to complying with the Password Policy of the Trading Participant including usage of strong password, ensuring frequent change of passwords and non-disclosure of password to any other party except to the extent permitted under the Trading Participant Rules of the CSE.
- (g) 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.
- (h) The Client/s agrees/s that the Trading Participant will not be liable for any losses arising out of or relating to any cause which is beyond the control of the ASPL.
- (i) The ASPL 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 ASPL.
- (j) This Agreement shall forthwith terminate, if the ASPL for any reason ceases to be a Member/Trading Member of the CSE or if the license issued to the ASPL by the SEC is cancelled.
- (k) 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.
- (l) 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.
- (m) The client agrees to pay any fees/charges that are to be paid by the Client to the Trading Participant in relation to the services provided in respect of the Internet Trading Facility (if applicable).
- (n) The CLIENT hereby agrees to use the Asia Securities Internet Trading Facility according to the Rules of the CSE/CDS, any guidelines and/or circulars that may be issued by the CSE/CDS and the provisions of the SEC Act, any rules made and directives issued by the CSE/SEC from time to time.

.....  
THE CLIENT

Date

.....  
Head of IT

ASIA SECURITIES (PVT) LTD