CDS A/C No.	
E-mail	

INTERNET TRADING SERVICE AGREEMENT

This Internet Trading Service Agreement ("this Agreement") is made and executed at Colombo in the Democratic Socialist Republic of Sri Lanka on this ………………….. day of …………… 202….. by and,

BETWEEN

NDB SECURITIES (PRIVATE) LIMITED, a company duly incorporated under the provisions of the Companies Act, No. 7 of 2007 and licensed as a stock broker by the Securities and Exchange Commission of Sri Lanka, having its registered office at No 40, Nawam Mawatha, Colombo 02, and having its business address at Level 02, NDB Capital Building, No.135, Bauddhaloka Mawatha, Colombo 04, in the said Republic of Sri Lanka, (hereinafter called and referred to as **"NDBS"**, which term or expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said **NDB SECURITIES (PRIVATE) LIMITED** its successors and assigns) of the **ONE PART**;

AND

Mr./Mrs/Ms.…………………………………………………………………………………….., an individual/a sole proprietary concern/a partnership firm/a body corporate, registered/incorporated, under the provisions of the Companies Act No.7 of 2007, holder of CDS account number ………………………., having his/her/its residence/ registered office at .... (hereinafter called and referred to as "the Client" which term or expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/ the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/ its successors and permitted assigns, as the case may be), of the **OTHER PART**;

WHEREAS:

(i) NDBS is a Member of the Colombo Stock Exchange ("the CSE") and is also licensed by the Securities & Exchange Commission of Sri Lanka ("SEC") as a stock broker;

(ii) The Client is a client of NDBS, and the Client has entered into a Client Agreement with NDBS for securities trading in accordance with the rules and regulations issued by the SEC and the CSE ("the Client Agreement");

(iii) NDBS offers and/or proposes to offer the Internet Trading Facility ("the Application System/Service") to its clients; and the Client has requested and desires to avail of NDBS's Application System for carrying out the functions morefully described under Rule 5.1.2 of the Trading Participant Rules of the CSE via the Internet Trading Facility;

(iv) NDBS and the Client desire to enter into this Agreement supplemental to the Client Agreement in order to record the agreement between them relating to Application System of NDBS to be availed of by the Client.

IT IS HEREBY AGREED BETWEEN NDBS AND CLIENT AS FOLLOWS:

1. **DEFINITIONS**

    1.1 In this Agreement (including the Recitals above), unless the context otherwise requires the following words shall have the following meanings:-

    (i) "ATS" means Automatic Trading System of the Central Depository Systems (Pvt) Ltd

    (ii) "Interface" means the connection between the ATS and the Application system that has the ability to communicate in a pre-defined format

    (iii) "CDS" means the Central Depository System

    (iv) "CSE" means the Colombo Stock Exchange

    (v) "Exchange Provisions" means the Rules, Bye-laws, Regulations, Business Requirements, Directives and Circulars of the CSE/SEC in force from time to time

    (vi) "Internet Trading Facility" means the extension of the Order Management System and the third party application platform, which provides the Clients the ability to transact via the internet;

    (vii) "Internet Trading Infrastructure" shall mean the computer hardware, computer communication network and security protocols used to support and ensure reliability of the Application Systems;

(viii) "Application System" means the online application system used by NDBS to provide Internet Trading Facility

(ix) "Internet Trading Facility" shall mean the extension of the OMS and the application system, which provides the Clients the ability to transact via the internet;

(x) "Password" means an alphanumeric code used by the Client to validate his/her username and access the Application System

(xi) "SEC" means the Securities & Exchange Commission of Sri Lanka

(xii) "Username" means an alphanumeric login identification used by the Client for accessing the Application System

1.2 In this Agreement, headings are used for convenience and ease of reference only and shall not affect the construction or interpretation of any provision of this Agreement.

1.3 In this Agreement, unless the context otherwise requires, reference to the singular includes a reference to the plural and vice-versa, and reference to any gender includes a reference to all other genders.

1.4 In this Agreement, unless the context otherwise requires, references to recitals and Clauses shall be deemed to be a reference to the recitals and clauses of this Agreement.

1.5 References to any enactment are to be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order or other provision made under it.

2. AGREEMENT TO PROVIDE AND AVAIL OF THE INTERNET TRADING FACILITY

2.1 NDBS agrees to provide its Internet Trading Facility to the Client, and the Client agrees to avail of the Internet Trading Facility of NDBS, on and subject to the terms and conditions of this Agreement.

2.2 The Client agrees that the Application System shall be used solely for the purpose of routing orders to the ATS using the Internet Trading Facility on his/her 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 except in instances set out in Clause 3.1.

3. USER NAME AND PASSWORD

3.1 The Client will be entitled to a unique User ID and Password, which will enable him to access the Application System of NDBS for availing of the Facility. NDBS shall not disclose the User ID and password to any other person or permit any other person to carry out trading activities using such User ID or Password. This restriction however to assign a common password in order to access multiple CDS accounts will not be applicable in the following events;

(i) The primary account holder of joint CDS accounts (primary account holder's individual CDS account and the joint CDS account);

(ii) Holders of CDS accounts in which the beneficial owner would be the same, (such as a Client's individual account and a company account in which the Client is the sole beneficial owner); and,

(iii) Managing Companies licensed by the SEC to operate Collective Investment Schemes (CIS) - a person who is involved in making investment decisions for multiple CISs; with the written authorization provided by the Chief Executive Officer of the Managing Company authorising the person to operate CDS accounts of multiple CISs with the same User ID/password.

(iv) Investment Managers licensed by the SEC – a person who is making investment decisions on behalf of multiple clients; with the written authorization provided by the Chief Executive Officer of the Investment Manager, authorizing the person to operate CDS accounts of multiple clients with the same User ID/password.

3.2 The Client is aware that NDBS's Application System itself generates the initial Password and that NDBS is aware of the same. The Client agrees and undertakes to immediately change his initial Password upon receipt thereof. The Client is aware that subsequent Passwords are not known or available to NDBS.

3.3 The Client shall be responsible for usage of a strong password, ensuring frequent change of passwords and keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Application System using the Client's User ID and/or Password whether or not such person was authorized to do so.

3.4 The Client shall immediately inform NDBS of any unauthorized use of the Client's User ID or Password with full details of such unauthorised use including the date of such unauthorised use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorised use, etc.

3.5 The Client agrees that he/she is fully aware of and understands the risks (morefully described under Annexure 1 to this Agreement)

associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorised use of his/her User ID and/or Password by a third party and the risk of a person hacking into the Client's account on the NDBS Internet Trading system and unauthorisedly routing orders on behalf of the Client through the system. The Client agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his/her Password and/or Username and also for any and all acts done by any person through the Application System on the Client's User ID in any manner whatsoever.

3.6 The Application System of NDBS automatically signs off the Client after a predefined period of inactivity, however it is the Client's responsibility to log off from the Application System at any time the Client is not accessing or using the Service and any liability incurred to the Client as a consequence of the Client not logging off the Service shall borne solely by the Client.

3.7 Without prejudice to the provisions of Clause 3.5, the Client shall immediately notify NDBS in writing with full details if :

(i)   he/she discovers or suspects unauthorised access through his/her User ID, Password or account

(ii)   he/she notices discrepancies that might be attributable to unauthorised access

(iii) he/she forgets his/her password or

(iv)   he/she discovers a security flaw in the Application System of NDBS

3.8 In any of the above events specified in Clause 3.7, the Client shall immediately change his/her Password. However, if the Client is unable to change his/her Password by reason of having forgotten his/her Password or his/her Password having been unauthorisedly changed by some other person or for any other reason, then, the Client shall immediately request NDBS in writing to discontinue his/her old Password; and thereupon NDBS shall cause its System to discontinue the use of the Client's old Password and NDBS Application System shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall NDBS be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the Password.

4. TRANSACTIONS AND SETTLEMENTS

4.1 NDBS will allow the Client to carry out the following functions via its Application System

(i)   Place an order to buy or sell Securities;

(ii)   Cancel an order;

(iii) Amendment of an order;

(iv)   Review portfolio balances and Account status and;

(v)   Generate a report on all transactions carried out by the Client via the Internet Trading Facility in respect of a specific time period.

4.2   All orders for purchase, sale or other dealings in securities and other instructions routed through the NDBS Application System via the Client's User ID shall be deemed to have been given by the Client.

4.3 The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.

4.4 The orders placed and or amended by the Client shall be routed on a first-in first-out basis to the ATS.

4.5 NDBS may from time to time impose and vary limits on the orders which the Client can place through the NDBS Application System (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and agrees that NDBS may need to vary or reduce the limits or impose new limits urgently on the basis of NDBS's risk perception and other factors considered relevant by NDBS, and NDBS may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that NDBS shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through the Application System of NDBS on account of any such variation, reduction or imposition of limits. The Client understands and agrees that NDBS may at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in securities through NDBS.

4.6 Though orders will generally be routed to the CSE ATS systems within a few seconds from the time the order is placed by the Client on the NDBS Application System, NDBS shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.

4.7 The Client agrees that his/her orders/instructions warranting authorization by an officer/s of NDBS may not be effected immediately

or automatically and that NDBS reserves the right to allow or disallow such instructions at its sole discretion with or without notice to the Client.

4.8 If the Client's securities account with NDBS is a jointly held account, every holder shall be jointly and severally liable for all transactions arising from the use of Application System.

4.9 The Client agrees and authorizes NDBS to record the transactions effected by the Client via Application System, using whatever means and to use such records for the purpose of establishing or verifying that a particular transaction was effected through the use of User ID and Password of the Client. The Client shall accept NDBS's records and statements of all transactions processed through the Application System through the Client's account as conclusive and binding on the Client for all purposes.

5. MARGIN

5.1 The Client shall not attempt to effect transactions through Application System unless sufficient funds (for purchases of securities) inclusive of other charges associated with the transaction, are available in the Client's account. For the purpose of this Agreement "Sufficient Funds" shall mean, in case of a cash deposit, up to 100% of the value the proposed transactions to be effected by the Client through internet trading or otherwise and in case of the securities portfolio such percentage made available to the Client by NDBS from time to time.

5.2 The Client agrees and authorizes NDBS at its sole discretion to sell or transfer any securities that are in the Client's account/s maintained under NDBS in order to recover any loss or damages that shall arise to NDBS as a result of the Client trading through the Application System without sufficient funds or any other reason whatsoever. This right of NDBS shall be in addition to any other rights that shall be available to NDBS under any laws or regulations including the rules and regulations of the SEC, the CSE and the CDS.

5.3 The Client agrees and undertakes to immediately deposit with NDBS such cash, securities or other acceptable security, which NDBS may require as margin. The Client agrees that NDBS shall be entitled to require the Client to deposit with NDBS a higher margin than that prescribed by the CSE. NDBS shall also be entitled to require the Client to keep permanently with NDBS a margin of a value specified by NDBS so long as the Client desires to avail of the Application System of NDBS.

6. CANCELLATION REQUESTS

6.1 When the Client places a request to cancel an order, the cancellation of that order is not guaranteed. The order will only be cancelled if the Client's request for cancellation is received before the time prescribed by the CDS.

6.2 The Client shall not be entitled to presume an order as having been canceled until a confirmation from NDBS is received by the Client.

7. BROKERAGE AND FEES

7.1 The Client agrees to pay NDBS brokerage, interest, fees, service tax and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and transactions, and the services that he/she receives from NDBS. NDBS shall charge such brokerage, statutory levies, and transaction expenses in accordance with the CSE rules.

7.2 A schedule of brokerage, interest, fees, applicable service and other taxes and other transaction expenses shall be provided by NDBS to the Client from time to time upon request by the Client.

8. CONFIRMATIONS

Online confirmation will be available to the Client upon execution or cancellation of an order placed by him through the Application System of NDBS. This shall be followed by a confirmation, which may be sent by postal mail, electronic mail or other electronic means as specified by the Client in writing. It is the responsibility of the Client to review upon first receipt, whether delivered to him online, by postal mail, by electronic mail, or other electronic means, all confirmations of transactions or cancellations.

9. INVESTMENT ADVICE

9.1 The Client agrees that in the event of NDBS or any employee or official of NDBS providing any information, reasonable recommendation or advice to the Client, in the event the Client act upon the same he/she shall exercise his/her own diligence and understand the risk involved and shall undertake the risk and the associated losses of such investment based on market movement and NDBS shall not be liable or responsible for the losses incurred.

9.2 The Client assumes full responsibility with respect to his investment decisions and transactions.

10. SUPPLEMENTAL TO CLIENT AGREEMENT

This Agreement is supplemental to, and does not supersede, the Client Agreement. Save and except as modified expressly or by implication by this Agreement the Exchange Provisions or the terms of the Client Agreement shall apply mutatis mutandis to the extent applicable to dealings between NDBS and the Client pursuant to or otherwise relating to the Application System.

11. REPRESENTATIONS AND WARRANTIES OF CLIENT

The Client represents and warrants to NDBS that:

11.1 All the information provided and statements made in the Internet Trading Service Application are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the Client is aware that NDBS has agreed to provide its Application System to the Client on the basis, inter alia, of the statements made in the Internet Trading Service Application.

11.2 The Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and the Application System may at any time be unavailable without further notice. NDBS and the CSE do not make any representation or warranty that the Application System will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the CSE or NDBS on account of any suspension, interruption, non-availability or malfunctioning of the Application System or the CSE's service or systems for any reason whatsoever.

11.3 The Client represents that he/she has the capacity and knowledge to understand the basic operations of the internet and possesses a clear understanding of the use of the Internet Trading Facility as well as the required legal capacity to, and is authorised to, enter into this Agreement and is capable of performing his obligations and undertakings hereunder.

11.4 All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into pursuant to this Agreement with all applicable laws, shall be completed by the Client prior to such transaction being entered into.

11.5 The Client shall abide by the Exchange Provisions and the terms of the Application System in force from time to time.

11.6 Any instructions given by an authorised representative of the Client to NDBS (or to NDBS's representative) shall be binding on the Client.

12. LIABILITIES OF CLIENT

12.1 The Client shall absolve NDBS of any loss or liability incurred or settled by the use of User ID and Passwords issued to the Client or substituted by the Client, with or without the knowledge of the Client.

12.2 The Client shall not hold NDBS responsible for any loss, damage or liability incurred or suffered by the Client as a result of non-acceptance of and/or non-adherence to any instructions given on Application System for any reason whatsoever.

12.3 The Client agrees that in the transactions effected by the Client through the Application System with third parties, the Client shall not hold NDBS responsible in any manner whatsoever for any lapses on the part of the transacting parties (including other brokers) failing to meeting their respective obligations.

12.4 The Client shall absolve NDBS of any loss or liability incurred by NDBS due to any trades effected in excess of the limits stipulated in Clause 5 of this Agreement or for any duplicate transactions carried out.

12.5 The Client shall and hereby indemnify NDBS, its employees or information/service provider and their respective officers and employees against all liabilities, claims, demand, loses, damages, cash, charges and expenses of any kind which may be incurred by any of them and all actions or proceedings which may be brought by against any of them in connection with the provision of the services, the information and/or the report or the exercise or preservation of these powers and rights under these terms in the absence of any gross negligence, fraud fault or willful default on the part of the or its employees.

12.6 The Client agrees that NDBS has the right to retain the Client's Application System User ID in disabled status, until NDBS receives the Client's acknowledgement of receipt of the Client's Password mailed in accordance with NDBS's requirements and/or received monies due from the Client.

12.7 The Client agrees to procure and maintain any equipment necessary for use of Application System in proper working order with adequate safeguards against malicious threats to Application System and undertake not to use faulty, defective or insecure equipment to access the Application System or to use the Application System in any harmful manner to anyone.

12.8 The Client agrees to notify NDBS in writing of any material change to the information provided in this Agreement no later than 1 working day from the date of such change.

12.9 The Client shall maintain confidentiality of the data and information provided through the system to the Client by NDBS.

12.10 Minimum System Specifications for Internet Trading Facility;

12.10.1 The Client shall ensure that a desktop computer or laptop with a minimum of 8GB memory and a stable internet connection is available. The system should support and have installed one of the following web browsers: Firefox, Microsoft Edge, or Chrome.

12.10.2 For mobile app usage, the Client shall use any Android or Apple device with a stable internet connection.

13. REPRESENTATIONS AND WARRANTIES OF NDBS

NDBS represents and warrants to the Client that NDBS's Application System and Applications have been tested with the CSE test environment and have been approved by the CSE.

14. LIABILITIES OF NDBS

14.1 NDBS shall ensure that the confidentiality of the Client's personal and trading information is strictly maintained. NDBS however may disclose such information if the law requires NDBS to do so.

14.2 NDBS shall not disclose to and/or permit the use of the User ID and Password assigned to a Client by any other person including employees except to the extent permitted under the Trading Participant Rules of the CSE.

14.3 NDBS will take reasonable and practically possible steps to ensure that its internet trading infrastructure and its functions are reliable and accurate.

14.4 NDBS will take reasonable and practically possible steps to ensure system specification to provide Internet Trading Facility by extension of the Order Management System and the third party application platform, which provides the Clients the ability to transact via the internet

14.5 NDBS will take reasonable and practically possible steps to ensure that its systems in connection with the Application System has adequate security designs and controls to manage the risks in operating the system taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices that may be applicable to the Application System of NDBS from time to time.

14.6 NDBS will provide order/trade confirmations to the Client immediately upon acknowledgement by the ATS regarding the relevant order/trade.

14.7 The Client agrees that in no event NDBS shall be liable to the Client for any incidental, indirect, special, consequential or exemplary damages including without limitation any loss of use revenue, profits or savings in terms of this Agreement.

14.8 NDBS shall provide this Application System in accordance with the Exchange Provisions. Unless due to the gross negligence or willful default of NDBS, NDBS or any of its employees shall not assume any liability or responsibility to the Client or any other person for the consequences arising from or in connection with;

(i) use of the Application System and /or access to any information as a result of such use by the Client or any other person whether or not authorized.

(ii) any information, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Application System, in transmitting instruction or information relating to the Application System or in connecting with the Internet/ Websites Site(s) caused by any acts, omission or circumstances beyond the reasonable control of NDBS including without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown or inadequacy of equipment, installation or facilities or any law, rules, regulation, codes, directions, regulatory guidelines or Government directives (whether or not having the force of Law); and

(iii) transmission and /or storage of any information and /or transactions relating to the Client the services and /or transactions or dealings conducted by the Client pursuant to the services through or in any system, equipment or instrument of any communication network provider.

14.9 NDBS agrees to notify the Client in writing of any major modifications to the information pertaining to the Internet Trading Facility 2 days prior to such modification.

15. **Limitation of liability**

   15.1   The liability of each of the Parties under this Agreement including for any breach or non-compliance of the terms and conditions set out herein, to the extent such breach or non-compliance remains unremedied upon expiry of (30) thirty days from the date of issuance of notice in writing by the Party alleging the breach to the other Party, shall under any and all circumstances (save and except for non-obtainment of approvals for payment of amounts contemplated under this clause), be limited to fifty percent of the losses incurred in respect of which the Party is alleged to be in default of the terms hereof.

16. **MARKET DATA**

   16.1 The Client understands that the CSE asserts a proprietary interest in all of the market data it furnishes, directly or through NDBS or otherwise. The Client understands that the CSE does not guarantee the timeliness, sequence, accuracy or completeness of market data or any other market information, or any messages disseminated by it. Neither NDBS nor the CSE shall be liable in any way for incorrect, misleading, incomplete or dated data or information and, if the Client acts on the basis of the same, he shall do so at his own risk and cost.

   16.2 The Client shall not furnish market information provided by the CSE to any other person or entity for consideration or otherwise and in the event the Client uses such information he shall do so at his own risk and cost.

17. **NOTICES**

   17.1 Any notice or other communication to be given by any party to the other in connection with this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by prepaid registered post or by e-mail to the addressee at the address or (as the case may be), the e-mail, of that party set opposite its name below:

   To NDBS at:

   Name of the person concerned : …………………….

   Address : ………….

   e-mail : …………………

   To the Client at:

   the address / email ID provided by him / her in the KYC, or at such other address, facsimile number or e-mail address as the party to be served may have notified the other in accordance with the provisions of this Clause.

   Notwithstanding anything stated above, communication relating to orders, margins, maintenance calls and other similar matters in the ordinary course of dealings between NDBS and the Client may be communicated orally.

18. **EXTRAORDINARY EVENTS**

   NDBS and/or its agents will not be liable for losses caused directly or indirectly by government restriction, CSE or market rulings, suspension of trading, computer, communication, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions beyond NDBS's control.

19. **AMENDMENT TO AGREEMENT**

   19.1 The Client understands and agrees that NDBS may discontinue its Application System in part or in its entirety and change the terms of the Service (including the terms on the NDBS's Application System and its web site) at any time and from time to time, without prior notice and such amendment, supplement or variation shall be binding on the Client.

   19.2 NDBS shall determine the privileges attached to the use of the Application System and shall have absolute discretion to change, vary add or amend these privileges and conditions attached thereto from time to time as it deems fit.

   19.3 NDBS shall attach or detach any accounts opened in the Client's name or accounts in which the Client becomes a joint party, subsequent to this application owing to its rules and regulations prevailing at that time.

   19.4 The Client agrees to abide by the terms and conditions applicable to any new features/ option that may be introduced by NDBS subsequent to this application, upon the Client expressly registers him/herself to obtain such services.

20. **TERMINATION OF AGREEMENT**

   20.1 The Client agrees that NDBS may at any time terminate this Agreement. The Client is aware and accepts that in view of the nature of the transactions and dealings involved in providing the Service it may not be possible for NDBS to give advance notice of such

termination or suspension to the Client.

20.2 The Client agrees that in the event the Client has failed to comply with the Password Policy of the NDBS, Client shall be responsible for breach of this Agreement and the consequences arising thereof.

20.3 The Client may at any time terminate this Agreement by not less than seven (07) days' notice to NDBS, provided that unless NDBS otherwise permits, the Client shall not be entitled to terminate this Agreement so long as any amount is payable or securities are deliverable by the Client to NDBS.

20.4 The termination of this Agreement shall not affect any rights or obligations of either party which have accrued prior to the termination or which may arise out of or in connection with acts done or omitted prior to the termination.

21. **SEVERABILITY**

In the event of any provisions of this Agreement being held to be or becoming invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from the said provision which will be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose as the deleted provision to the greatest extent possible.

22. **WAIVER**

No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provision of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.

23. **LAW AND JURISDICTION**

23.1 This Agreement shall be governed by and construed in all respects in accordance with the Sri Lankan laws and, the Courts in Sri Lanka shall have jurisdiction over this Agreement.

23.2 This Agreement and all contracts and transactions between NDBS and the Client pursuant hereto shall be subject to the Exchange Provisions, the Rules, Bye-Laws, Regulations, and other provisions of its clearing house, if any, the laws and regulations of the SEC and the CSE and as amended from time to time.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

The Client's Signature / Authorized Signatory: _____

Signed by: _____

Witness: (One NIC/Passport copy to be attached per witness)

     1.

     2.

NDB Securities (Private) Limited

Signature / Authorized Signatory: _____

Signed by: _____

Witnesses:

     1.

     2.

ANNEXURE 1

Risk Disclosure Statement

The Client acknowledges and understands the risks associated with Internet Trading Facility, including but not limited to:

a. **Reliance Risk -** Independent investment decision while trading online and not consulting a qualified Investment advisor prior to execution of orders.

b. **Unauthorized Access -** The risk of misuse and unauthorized use of my User ID and/or Password by third parties.

c. **Account Compromise -** The risk of unauthorized access to my account on the NDBS Internet Trading platform, potentially leading to unauthorized order routing on my behalf.

d. **System Unavailability -** The risk of system unavailability due to technical failures or system exigencies.

e. **External Unauthorized Use-** The risk of unauthorized use of the internet trading platform by external parties through the compromise of security systems on the Client's own device, including but not limited to malware infections and phishing attacks.

f. **Personal Data Leakages** -The risk of leakage of personal information due to cyber-attacks could lead to the use of illegitimate and unauthorized use of personal information.

g. **Residual Risk -** The risk associated with the improper use of the internet trading platform.