

DECLARATION

I, of No.

..... do hereby declare that I am aware of the following Terms and Conditions imposed by the First Guardian Equities (Pvt) Ltd, and I hereby undertake to abide by the following Terms and Conditions:

1. All transactions shall be subject to the rules of the Colombo Stock Exchange and other prevailing laws and regulations of Sri Lanka and in particular to the authority hereinafter granted by the client to the broker.
2. I hereby permit and authorize First Guardian Equities (Pvt) Ltd (hereinafter referred to as "the Broker"), at their absolute discretion and at my risk, to sell and transfer any or all of the shares or securities, registered in my securities account to be opened by me and maintained by the Broker at the Central Depository System (Pvt) Limited, in order to make good and compensate for any loss or damages incurred or sustained by the Broker, as a result of my default in making any payments lawfully due to the Broker, on or before the settlement date.
3. The above authority i.e. the right to sell securities given to the Broker by me is in addition to other rights, powers and remedies available to the Broker under the prevailing laws rules and regulations of Sri Lanka. The authority granted hereby shall in no way affect or exempt me from any liability towards the Broker arising from or consequent upon any such default.
4. Before every purchase order, I agree to deposit in cash/cash cheque, at least equivalent to 50% of the value of the order or in the alternative have adequate securities in my account, to cover at least 50% of the value of the order.
5. I acknowledge that the market data provided to me are obtained from Colombo Stock Exchange Sources believed to be reliable, are provided solely on a BEST EFFORT BASIS ("AS IS" and "AS AVAILABLE" BASIS) and that no guarantees are made by the broker as to their accuracy, completeness, timeliness or correct sequencing. I agree that the Broker will not be liable to me or have any responsibility whatsoever, for: (a) any losses arising out of or relating to a cause over which the Broker do not have direct/indirect control, including the failure of electronic or mechanical equipment or communication lines, telephone or network problems, unauthorized access; or (b) any special, indirect, incidental, consequential, punitive or exemplary damages that I may incur in connection with my use of the Services provided by the Broker under this Agreement.
6. If E-STATEMENT, I agree to accept all my statements via email. I will no longer receive statements in paper. I hereby confirm that any change in my e-mail address or any request for discontinuation of the e-Statement facility will be immediately informed by me in writing to the Broker. I specially agree that liability of the Broker to send the e-Statement to me is ceased at the time of the Broker effecting the e-Statements to the last given email address of mine.

7. I hereby agree that the Broker shall not be responsible for any delay or failure to comply with any part of these terms and conditions resulting from causes beyond the Broker's control, including but not being restricted to acts of God, fires, explosions, floods, earthquakes, wind storms, national strikes, national riots, national work outs, national boycotts, wars, laws, regulations or acts of any government or from other causes beyond the control of the Broker which by the exercise of due diligence the Broker is unable to prevent.

8. I hereby undertake to give you notice in writing of any changes of particulars given overleaf.

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Signature of the Applicant

Date

FOR OFFICE USE ONLY

Investment Advisor:

Name:

Signature: Date:

Approved by:

Name:

Signature:..... Date:

Assigned User Name: