



APPLICATION OF OPENING SECURITIES ACCOUNT (FOR COMPANIES)

PERSONAL DATA

Name of Company																												
Address																												
Tel No																												
Fax																												
Company Registration No															Public	<input type="checkbox"/>	Private	<input type="checkbox"/>										
Date of Registration								E - mail																				
Nature of Business																												

BANK ACCOUNT

Bank															Branch														
Type of Account															Account No														

PRESENT BROKERS (if any)

MAILING INSTRUCTIONS (Please tick)

Please post our correspondence to our office Cheques to be kept at your office Posted to our office

INTRODUCED BY

We hereby declare that the information given above is true and correct.

Director

Director

(Company Seal)

Authorized Signature

Date

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Date

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Application handed over on



CLIENT AGREEMENT – COMPANY

THIS AGREEMENT is made and entered into at _____ on this _____ day of _____ 20...., by and between; **ASIA SECURITIES (PVT) LTD.** a Company registered under the Companies act No. 7 of 2007, bearing Registration No. PV 1924 and having its Registered Office or Principal Place of Business at No. 176/1-2/1, Thimbrigasyaya Road, Colombo 05, Sri Lanka in the said Republic (hereinafter referred to as the 'BROKER' which term or expression shall where the context so require or admit mean and include the said **ASIA SECURITIES (PVT) LTD.**, its successors and permitted assigns of the **FIRST PART**

_____ a Company Registered in Sri Lanka bearing Registration No. _____ having its Registered Office at _____ (hereinafter referred to as the 'CLIENT' its successors and assigns) of the **SECOND PART.**

NOW THIS AGREEMENT WITNESSETH

- 1) Both Parties agree and undertake to notify the other in writing in the event of any material change to the information provided by either PARTY to each other at the time of entering into this agreement.
- 2) The CLIENT hereby undertake/s to comply with the Rules that are relevant to the CLIENT in the Stock Broker Rules of the Colombo Stock Exchange (CSE) and the relevant Rules of the Central Depository System (Pvt) Ltd (CDS).
- 3) This agreement shall be governed by, and construed in accordance with the laws of Sri Lanka.

Services

The broker is a member of the CSE and licensed by the Security Exchange Commission of Sri Lanka (SEC) to operate as a Stock Broker and provide Investment advice to its clients.

**Signature/s of Directors
(Company Seal)**

Signature of the Advisor

The Brokerage / other Fees / Charges / Incentive Scheme payable and / or charged to the Client.

- (i) Brokerage – applicable at 0.64%
- (ii) Statutory return charge 0.48%.
Cheque return Charge – Varies according to the respective banks.
- (iii) All Investment Advisors are eligible for an incentive scheme as stipulated by the Company.

Risk Disclosure Statement

- i) **The price of securities fluctuate, sometimes drastically. The price of a security may move up or down, and may even become valueless. It is likely that losses may be incurred rather than profits made as a result of buying and selling securities.**
- ii) This risk Disclosure Statement was explained to me/ us and I / we having read the risk disclosure statement accept that such risk and sign hereto.
- iii) I _____ hereby declare and state that I have clearly explained the risk disclosure statement to the client.

Signature/s of the Director/s
(Company seal)

Signature of the Advisor

Other services

- i) Research – applicable / not applicable

BUYER IN DEFAULT:

- i) When the buyer fails to make payment by 0900 hours on the settlement date, which is T + 3
- ii) The broker Firm may, at its absolute discretion, recover interest commencing from the day after the settlement date up to the date of final settlement. An Interest charged should not exceed 0.1% per day.
- iii) The buying Stockbroker Firm may set off any amounts due from the buyer, against sales proceeds due to the buyer.
- iv) The BROKER at their absolute discretion and at my / our risk may sell and / or transfer any or all of the shares or securities in any Company whatsoever from time or at any time registered in my / our Securities Account to be opened 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 / our default (for whatsoever reason) in making any payment lawfully due to the BROKER (on account of any transaction pertaining to the said Securities Account) on the settlement date.

This authority is given to the Stockbroker by me/ us in addition to the right of BROKER to sell the specific securities in respect of which I / we am / are in default and generally to other rights, powers and remedies available to the BROKER under the prevailing laws, rules and regulations of Sri Lanka

CLIENT COMPLAINTS

Complaints relating to a particular transaction/s, shall be first referred by the client to the Compliance Officer in writing, within a period of three (3) months from the date of the transaction/s.

Signature/s of the Director/s
(Company seal)

Signature of the Authorised Representatives of the BROKER

Form 2 B

Authorized
Signature and
Stamp of
Participant

NOTE: This application should be submitted through your Participant

To: The Central Depository Systems (Pvt.) Ltd.,
04-01, West Block, World Trade Centre, Echelon Square, Colombo 01.

DECLARATION

We _____
(Name of Corporate Body)

incorporated / established under _____

having its registered office at _____
in consideration of the Central Depository Systems (Pvt.) Ltd. (CDS) agreeing to open a Securities Account, hereby declare as follows:

1. (i) The Securities Account to be opened by us in the CDS shall be maintained for our benefit only.

Or;

(In the event the number of beneficiaries does not exceed three persons, please complete clause 1(ii) below.)

(ii) The Securities Account to be opened by us in the CDS shall be maintained for the benefit of the following persons in our capacity as Custodian / Trustee / Fund Manager / Unit Trust Manager.

Name	Address	Nationality
1.		
2.		
3		

Or;

(In the event there are more than three beneficiaries, please complete clause 1(iii) below.)

(iii) We, in our capacity as Custodian / Trustee / Fund Manager / Unit Trust Manager shall maintain all information such as names, addresses and nationalities pertaining to the ultimate beneficiaries of the account and undertake to promptly release to the CDS & the #Participant such information pertaining to the beneficiaries, at any time, if required by the CDS/ # Participant.

2. The application and the documents attached thereto bear true and correct information and no alteration, modification or falsification was carried out to them to hide or deflect true facts.

3. In the event of a variation of any information given in the CDS Form, this Declaration and other information submitted by us along with the application to open the CDS Account, we undertake to inform the CDS & the #Participant in writing within fourteen (14) days of such variation.

4. The funds to be invested for the purchase of securities through the Securities Account to be opened with the CDS will not be funds derived from any money laundering activity or funds generated through the financing of terrorist or any other illegal activity.

5. We have not been banned and/or rejected and /or suspended by any criminal/civil tribunal or administrative authority in Sri Lanka or in any other country in connection with the following offences:

- Engaging directly or indirectly in any transaction in relation to any property which is derived or realized directly or indirectly, from any unlawful activity or from the proceeds of any unlawful activity as defined by the Financial Transactions Reporting Act No. 6 of 2006;
- Receiving, possessing, concealing, disposing, of or bringing into Sri Lanka or into any other country, or for investing in Sri Lanka or in any other country, any property which is derived or realized, directly or indirectly, from any unlawful activity or from the proceeds of any unlawful activity referred to above; or
- Any other offence which has been defined as an offence under the Prevention of Money Laundering Act No.5 of 2006 and any amendment thereto or any similar legislation in any other part of the world.

6. We hereby further declare that we are persons of good standing with no record of criminal convictions in relation to the offences stated above, in Sri Lanka or in any other country.

7. We or any persons(s) associated with us and/or any entity connected to us (as a partner, shareholder, director) do not have against us or persons connected and/or associated as aforesaid any convictions/pending criminal proceeding in Sri Lanka or in any other part of the world except the following (give detailed description of any pending litigation);

- _____
- _____
- _____
- _____

8. We declare that our application and other relevant documentation to open a CDS account has not been refused or any business relationship has not been declined previously by any other Participant of the CDS.

9. We further declare and agree that, should the CSE/CDS determine any statements made by us herein to the contrary, (or any such matter through publicly available information or otherwise) which would in the opinion of the CSE/CDS be detrimental to the CDS as an institution having to comply with the laws/regulations of Sri Lanka pertaining to transactions of its account holders or parties connected to such account holders, the CDS is hereby authorized to unilaterally terminate all depository and such other services connected to us and recover related costs or other expenses pertaining to this account.

10. We declare that the information set out below is true and accurate and our investments will be in accordance with such information:

We hereby confirm that;

- contents of Form 2, along with the KYC Profile (Form 2 A) and the Declaration (Form 2 B) have been duly read over and understood by us prior to signing.
- the information provided by us in the said Form 2, along with the KYC Profile (Form 2 A) and the Declaration (Form 2 B) is accurate.

We further agree that, we shall be bound by terms and conditions contained in Form 2, along with the KYC Profile (Form 2 A) and the Declaration (Form 2 B).

(Place the Company Seal and signature/s of Director/s as required by the Articles of Association)

***Strike out whichever is inapplicable.**

This _____ day of _____ 20__

Participant means, your Stockbroker or Custodian Bank.

APPENDIX I – Beneficial Ownership Form

Declaration of Beneficial Ownership	
<i>This form has been issued under the Customer Due Diligence Rule No 1 of 2016 issued in terms of the Section 2(3) of the Financial Transactions Reporting Act of 2006. This form, or an approved equivalent, is required to be completed by all customers of financial institutions designated under the Acts to the best of their knowledge. The original completed and signed and witnessed version of this form must be retained by the financial institution and available to the competent authorities upon request.</i>	
Customer Identification:	
Name and Designation of Natural Person Opening Account	
Name, Reg. No. and Address of Legal person for Which the Account is Being Opened	
Name, Deed No., Trustee and Address of Legal arrangement for Which the Account is Being Opened	
I declare that I:	
<input type="checkbox"/>	am the beneficial owner ² of the customer for this account.
<input type="checkbox"/>	am not the beneficial owner* of the customer of this account. Complete identifying information for all beneficial owners that own or control 10% or more of the customer’s equity, beneficial owners on whose behalf the account is being operated, and at least one person who exercises effective control of the legal entity regardless of whether such person is already listed.

² beneficial owner as “a natural person who ultimately owns or controls a customer or the person on whose behalf a transaction is being conducted and includes the person who exercises ultimate effective control over a person or a legal arrangement.”

Name	NIC or Passport # /Country of Issue/Country of Citizenship	DOB	Current Address	Source of Beneficial Ownership (1=Equity (indicate %), 2=Effective Control, 3=Person on Whose Behalf Account is Operated)	Check if Politically Exposed Person (PEP) ³
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>

Details of the Customer Authorized to Act on Behalf of Entity

Name :

NIC/Passport :

Date of Birth :

Signature :

(By signing you attest to the veracity of all information contained herein and you acknowledge and understand the above warning)

Verification of Beneficial Ownership

Authorized Financial Institution Official

Name :

Title :

Date :

Signature and Seal:

(by signing, you attest that you have identified the Customer whose signature is on this form and have witnessed said signature)

³ politically exposed person" means an individual who is entrusted with prominent public functions either domestically or by a foreign country, or in an international organization and includes a Head of a State or a Government, a politician, a senior government officer, judicial officer or military officer, a senior executive of a State owned Corporation, Government or autonomous body but does not include middle rank or junior rank individuals