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| CDS A/c No. | |
| E mail | |
| Mobile Number | |

VIEWER FACILITY OF ONLINE TRADING SYSTEM AGREEMENT

This Agreement is made and executed at Colombo on the days and dates as hereinafter set forth ('Agreement')
BETWEEN

NDB SECURITIES (PRIVATE) LIMITED, a company 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 Level 2, NDB Capital Building, No. 135, Bauddhaloka Mawatha, Colombo 04, in the Democratic Socialist Republic of Sri Lanka, (hereinafter referred to as "NDBS"), (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the ONE PART;

AND

Mr/Ms/Mrs/Dr....., 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, having his/her/its residence/ registered office at
.....(hereinafter called "the Client") (which 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, 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 currently a client of NDBS or a prospective client, and the Client has entered into an 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 viewer facility of online trading system ("the Online Service(s)/Service(s)") to its clients; and the Client has requested and desires to avail of NDBS's Online Service for viewing of market data over the internet;
- (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 the provision of Online Services 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 Automated Trading System provided by the CSE for trading and relevant activities. (ii) "CDS" means the Central Depository System
- (iii) "CSE" means the Colombo Stock Exchange
- (iv) "Exchange Provisions" means the Rules, Bye-laws, Regulations, Business Requirements, Directives and Circulars of the CSE/SEC in force from time to time
- (v) "OMS" means the Order Management System, being a system approved by the CSE for enabling clients and brokers to route their orders to the ATS at the CSE over the internet and to view market information
- (vi) "Internet Trading" means internet based trading through the OMS. (vii) "Internet Trading Service Application Form" means the application submitted by the Client to NDBS to permit the Client to avail the Online Services of NDBS
- (viii) "Online Trading Service /Service" means the service offered by NDBS to its clients through its OMS where under the clients can route their orders for purchase, sale and other dealings in securities through NDBS's OMS.
- (ix) "Online Trading system" means the OMS used by NDBS to provide Online Services
- (x) "NDBS's Website" means the web site hosted by NDBS on the internet through which NDBS offers the Online Service and includes the hardware and software used for hosting and supporting the WebSite
- (xi) "Password" means an alphanumeric code used by the Client to validate his/her username and have access to the Online Services provided by NDBS
- (xii) "SEC" means the Securities & Exchange Commission of Sri Lanka
- (xiii) "Username" means an alphanumeric login identification used by the Client for accessing the Online Services

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 THE ONLINE SERVICES

2.1 NDBS agrees to provide its Online Service to the Client, and the Client agrees to avail the Online Service of NDBS, on and subject to the terms and conditions of this Agreement, the CSE/SEC Provisions and the terms of NDBS Online Service and its Web Site.

2.2 The Client agrees that the Online Service shall be used solely for the purpose of viewing market information and information of the Client and shall not be used by the Client to operate the CDS account/s of any other party.

3. USERNAME AND PASSWORD

3.1 The Client will be entitled to a unique User ID and Password, which will enable the client to access the Online Service of NDBS for availing the Service. NDBS shall not disclose the User ID and Password to any other person or permit any other person to carry out viewing using such User ID and Password.

3.2 The Client is aware that NDBS's Online Service system itself generates the initial Password and that NDBS is aware of the same. The Client agrees and undertakes to immediately change the 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 keeping the Username and Password confidential and secure and shall be solely responsible for the viewing by any person whosoever through the Online Service 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.

3.5 The Client agrees that he is fully aware of and understands the risks associated with the risk of misuse and unauthorised use of his User ID and/or Password by a third party and the risk of a person hacking into the Client's account on the NDBS Online Service system. The Client agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his Password and/or Username by any person through the Online Trading system on the Client's User ID in any manner whatsoever.

3.6 The Online Trading 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 Online Trading 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 discovers or suspects unauthorised access through his User ID, Password or account
- (ii) he notices discrepancies that might be attributable to unauthorised access
- (iii) he forgets his Password or
- (iv) he discovers a security flaw in the Online Service System of NDBS

3.8 In any of the above events specified in Clause 3.7, the Client shall immediately change his Password. However, if the Client is unable to change his Password by reason of him having forgotten his Password or his Password having been unauthorisedly changed by some other person or for any other reason, the Client shall immediately request NDBS in writing to discontinue his old Password; and thereupon NDBS shall cause its Online Trading System to discontinue the use of the Client's old Password and NDBS Online Trading 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. REPRESENTATIONS AND WARRANTIES OF CLIENT

The Client represents and warrants to NDBS that:

4.1 all the information provided and statements made in the Viewer Facility of the Online Trading System 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 Online Trading system to the Client on the basis, inter alia, of the statements made in the Viewer Facility of the Online Trading System Application.

4.2 the Client is aware and acknowledges that viewing market data 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 Online Service may at any time be unavailable without further notice. NDBS and the CSE do not make any representation or warranty that the Online Trading Service 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 Online Trading Service or the CSE's service or systems for any reason whatsoever.

4.3 The Client has the required legal capacity to, and is authorised to, enter into this Agreement and is capable of performing his obligations and undertakings hereunder.

5. LIABILITIES OF CLIENT

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

5.2 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 in relation to Online Trading Service for any reason whatsoever.

5.4 The Client shall and hereby indemnify NDBS, its employees or information/service provider and their respective officers and employees against all liabilities, claims, demand, losses, 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 the 's powers and rights under these terms and conditions in the absence of any gross negligence, fraud fault or willful default on the part of NDBS or its employees.

5.5 The Client agrees that NDBS has the right to retain the Client's Online Trading Service User ID in disabled status, until NDBS receives the Client's acknowledgement of the Client's Password e-mailed in accordance with NDBS's requirements

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

6. REPRESENTATIONS AND WARRANTIES OF NDBS

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

7. LIABILITIES OF NDBS

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

7.2 NDBS will take reasonable and practically possible steps to ensure that its internet trading infrastructure (i.e **all hardware and software required to run the online trading system**) and its functions are reliable and accurate.

7.3 NDBS will take reasonable and practically possible steps to ensure that its systems in connection with the Online Services have 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 Online Services of NDBS from time to time.

7.4 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 to any loss of use revenue, profits or savings in terms of this Agreement.

7.5 NDBS shall provide this Online Service in accordance with the Exchange Provisions (all rules, regulations, requirements and guidelines of the CSE/SEC). 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

a. the use of the Online Service and / or access to any information as a result of such use by the Client or any other person whether authorized or not

b. any information, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Online Service, in transmitting instruction or information relating to the Online Service or in connecting with the internet/ websites 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

8. MARKET DATA

8.1 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.

8.2 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.

9. NOTICES

9.1 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: Compliance Officer

Address : NDB Securities (Pvt) Ltd, Level 2, NDB Capital Building, No. 135, Buddhaloka Mawatha, Colombo 04..

e-mail : compliance@ndbs.lk

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 maintenance calls and other similar matters in the ordinary course of dealings between NDBS and the Client may be communicated orally.

10. 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.

11. AMENDMENT TO AGREEMENT

11.1 The Client understands and agrees that NDBS may discontinue its Online Service in part or in its entirety and change the terms and conditions pertaining to the provision of Services (including the terms of the NDBS's Online Service System and its website) at any time and from time to time, without prior notice and such amendment, supplement or variation shall be binding on the Client.

11.2 NDBS shall determine the privileges attached to the use of the Online Service 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.

11.3 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 NDBS's rules and regulations prevailing at that time.

11.4 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 registering himself to obtain such services.

12. TERMINATION OF AGREEMENT:

12.1 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 Services it may not be possible for NDBS to give advance notice of such termination or suspension to the Client.

12.2 The Client may at any time terminate this Agreement by giving not less than seven (07) days notice to NDBS

12.3 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.

13. 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.

14. 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.

15. DISPUTE RESOLUTION, LAW AND JURISDICTION

15.1 Any dispute between the Parties hereto or any breach arising out of or in connection with this Agreement shall in principle be settled by the Parties amicably in mutual consultation among the Parties. In the event any such dispute cannot also be resolved, then such dispute shall be referred to the exclusive jurisdiction of the Courts of Sri Lanka.

15.2 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.

15.3 This Agreement and all contracts and transactions between NDBS and the Client pursuant hereto shall be subject to the Exchange Provisions, the rules, by-laws, regulations, and other provisions of its clearing house (i.e the CSE), if any, the laws and regulations of the SEC and the CSE 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: _____

Witnesses:

- 1.
- 2.

NDB Securities (Private) Limited

Signature / Authorized Signatory:

Signed by: _____

Witnesses:

- 1.
- 2.