

## Account Opening Form for Non Individual



Level 2, NDB Capital Building,  
No. 35, Bauddhaloka Mawatha, Colombo 04.  
Tel (+94 1) 2131000  
Fax : 2314180

## 1. Know Your Customer (KYC) Profile

(This information is sought under the Prevention of Money Laundering Act No. 5 of 2006, Financial Transaction Reporting Act No. 6 of 2006 and the Rules for the Securities Industry issued by the Financial Intelligence Unit of the Central Bank of Sri Lanka)

## Basic Account Information

Nature of the entity : Please tick ( ✓ )

☐ Limited Liability Company ☐ Public Limited Company ☐ Global & Regional Fund ☐ Local Fund

☐ Statutory Body ☐ A Body established under an Act of Parliament ☐ Other : ( Please specify ) .....

Status : Please tick ( ✓ ) ☐ Local ☐ Foreign

a) Whether Listed on CSE : Please Tick ( ✓ ) ☐ Yes ☐ No

b) Whether Listed on other Stock Exchange : Please Tick ( ✓ ) ☐ Yes ☐ No

If Listed Please specify : .....

c) Name of the Parent Company : .....

d) Name of the Subsidiary / Subsidiaries : .....

Does the Company, the parent company or any subsidiary of the Company maintain a CDS account with NDBS? ☐ Yes ☐ No

If Yes A/c No/s : .....

## Company Details

Name of the Company			
Registered Address			
Correspondence Address			
Company Registration No.	Date of Incorporation	Place	
Telephone No.	Fax No.		
E mail			

## Details of Persons Authorized to operate the Account

Name of the Person	Contact Number	E-mail Address	Capacity	Signature

## Details of Key contact Person

Name of the Key Contact Person			
Telephone No	(Office )	(Res.)	Mobile No.
E mail Address			Fax No.

## Other Details

a) Nature of Business (Product Service Provided) : .....

b) Expected Value of Investment per annum : Please tick ( ✓ )

<input type="checkbox"/> Less than Rs. 100,000	<input type="checkbox"/> Rs. 100,000 to Rs. 500,000	<input type="checkbox"/> Rs. 500,000 to Rs. 1,000,000
<input type="checkbox"/> Rs. 1,000,000 to Rs. 2,000,000	<input type="checkbox"/> Rs. 2,000,000 to Rs. 3,000,000	<input type="checkbox"/> Rs. 3,000,000 to Rs. 4,000,000
<input type="checkbox"/> Rs. 4,000,000 to Rs. 5,000,000	<input type="checkbox"/> Rs. 5,000,000 to Rs. 10,000,000	<input type="checkbox"/> Over Rs. 10,000,000

Source of funds : Please tick ( ✓ )

<input type="checkbox"/> Business Ownership	<input type="checkbox"/> Investments	<input type="checkbox"/> Sales and Business Turnover	<input type="checkbox"/> Contract Proceeds
<input type="checkbox"/> Sale of Property / Assets	<input type="checkbox"/> Gift	<input type="checkbox"/> Commission Income	<input type="checkbox"/> Export Proceeds
<input type="checkbox"/> Investment Proceeds / Savings	<input type="checkbox"/> Profits / Revenue	<input type="checkbox"/> Donations/Charities (Local / Foreign )	<input type="checkbox"/> Other ( Specify ) .....

Other Connected Business / Professional Activities & Business Interest

.....

Other Details / Remarks / Notes : (If any )

.....

## 2. Operating Instructions

### 2.1 Instructions for Settlements

- a. Sales / Purchase separate ☐ b. Payment through SIA A/c ☐ c. Payment through Margin Trading A/c ☐

d. 1. Set off future purchases (Not due purchases): Yes ☐ No ☐

2. Hold sales proceeds for future settlements (Don't Pay): Yes ☐ No ☐

We hereby authorize NDB Securities (Private) Limited (NDBS) to set off future (not due) purchases/ hold sales proceeds (don't pay) against the sales proceeds flowing from share transactions carried out in our CDS Account with NDBS to meet the settlement of future purchases made by us.

We hereby acknowledge that NDBS adopts a first-in-first out basis of the settlement of outstanding dues, both from and to us, and that NDBS reconciles our account and sends a statement of accounts at the end of each calendar month, indicating the transactions for which the settlement is outstanding.

Authorised Signatory - Name : ..... Signature : .....

Name : ..... Signature : .....

### 2.2 Instructions for Settlements cheques

- a. Post ☐ b. Bank Deposit ☐

### 2.3 Electronic Communication (Accepted at Client's Risk )

#### (a) Trade Instructions

by: ( I ) Facsimile Yes ☐ No ☐ If "Yes", Fax No. :   
( II ) E - Mail Yes ☐ No ☐ If "Yes", e mail Address :   
(III) Telephone Yes ☐ No ☐

#### (b) Trade Confirmations

1. Hard Copies Only ☐ 2. E-mail Only ☐

I / We wish to receive the following documents via email/fax

Statement of Accounts ☐ Confirmation of Trades ☐ Contract Notes ☐  
Portfolio statements ☐ other statutory Communication ☐

- (a) Unless instructed by the Client to NDBS in writing to the contrary NDBS is authorized to act on the instructions given by the Client or its Authorised Signatories transmitted through a machine or a pre designated e mail address/ e mail addresses.  
(b) The Client shall release NDBS and indemnify and hold NDBS harmless from and against all actions, suits, proceedings, costs, claims demands, charges, expenses, losses and liabilities however arising in consequence of or in any way related to:

- (i) NDBS having acted in good faith in accordance with the written facsimile of the Client or its Authorised Signatories or E mail instructions sent from the pre designated e mail address/e mail addresses ,  
(ii) NDBS having refrained from acting in accordance with the written, telephone, facsimile or e mail instruction(s) of the Client or the Authorised Signatories of the Client by reason of failure of actual transmission thereof to NDBS or receipt by NDBS for reasons beyond NDBS direct control or,

NDBS shall take reasonable steps to verify the identity of the persons giving the instructions purportedly on behalf of the Client and any transactions made pursuant to the instructions shall be binding on the Client whether made with or without the authority, knowledge or consent of the Client.

- (c) Any facsimile instruction or order bearing a signature which reasonably appears to NDBS to be in compliance with the specimen signature of the Client or the Authorised Signatory/ies of the Client submitted to NDBS shall be conclusively presumed for NDBS' benefit to be the Client's instruction or order.  
(d) NDBS will take reasonable measures to verify the authenticity of the facsimile or email instructions received from the Client. However, NDBS shall not be liable for any loss which the Client may suffer if NDBS acts on facsimile or e mail instructions or orders which turn out to be not the Client's instructions or orders or to be unauthorized by the Client but which the NDBS believed in good faith to be the Client's instructions or orders or to be authorized by the Client.  
(e) NDBS's authority to accept facsimile or e mail instructions or orders is a continuing authority and shall remain in force until written notice by the Client or the Authorised signatories of the Client terminating such authority is received by NDBS.  
(f) The Client acknowledges that facsimile transmissions or e mail instructions are not secure means of giving such instructions and orders and the Client is aware of the risks involved and that the request of the Client to NDBS to accept and act on such facsimile instructions or e mail instructions and orders is for the convenience of the Client and is solely at the Client's risk.

Authorised Signatory - Name : ..... Signature : .....

Name : ..... Signature : .....

Date: .....

## 2.4 Internet Trading

Yes ☐

No ☐

\* if Yes

Password to be sent: Registered Post ☐

Collected by authorised person ☐

E mail ☐

## CLIENT DECLARATION

1. I /We hereby declare that the information given in this application is true and correct.
2. I am/ We are aware that NDBS provides stock broking services and carries on the business of buying and selling securities on behalf of its investors and I/we hereby request NDBS to open a Securities Account with the Central Depository System in my/our name. I/We further declare that I /we have satisfied myself/ourselves of the capacity of NDBS to deal in securities and wishes to execute my /our orders through NDBS and I /we shall from time to time continue to satisfy myself /ourselves of such capability of NDBS before executing orders through NDBS.
3. I /We do hereby jointly and severally confirm and declare that, I/we have read and clearly understood the provisions in the stockbroker rules issued by the Colombo Stock Exchange as may be amended from time to time (hereinafter referred to as "CSE Stockbroker Rules") governing Securities Transactions.
4. I/We do hereby further jointly and severally declare and confirm that, I/we have read clearly understood the regulations (as amended from time to time) issued by the Colombo Stock Exchange to its member companies governing share transactions (including and not being limited to regulations governing Defaulted Contracts).
5. I/We hereby agree to make available cleared funds to the broker in respect of the shares purchased on my/our behalf on the settlement date which is T+3 and if not I/we hereby agree to pay an interest as stipulated in the CSE stockbroker rules from time to time( maximum amount presently applicable is 0.1%)per day from the day after the settlement date up to the final settlement and in the event I/we fail to make payment for the stocks purchased on my/our behalf on or before the date of settlement, I/We hereby authorize NDBS to sell at its absolute discretion not only the stocks pertaining to the Defaulted Contract but also any other stocks fully paid by me/us lying in my/our account with the CDS, in order to enable NDBS to recover the monies due to them including interest and other charges.
6. (a) I/We do hereby agree and confirm that NDBS, at its sole discretion, may extend credit to me/us the amount and the availability period of which shall be decided solely by NDBS. I/We do hereby agree and confirm that the value of credit extended to me/us shall be on the basis of collateral comprising only of listed securities and further agree and confirm that the credit extended to me/us shall not exceed 50% if the market value of my/our securities portfolio, which is pledged to secure the credit.  
  
(b) I/We do hereby agree and confirm that in the event the Market Value of the securities pledged fall by 10%, I/ we shall meet the short fall by the next market day and upon my/our failure to meet the short fall, I/we do hereby authorize and permit NDBS to sell any securities in my/our portfolio to meet such short fall.  
  
"Market Value" for the purpose of this paragraph shall mean the value of the listed securities marked to market at the end of each market day.  
  
In the event NDBS does extend credit to me/us as described in this paragraph, then I/we do hereby confirm and agree that the provisions contained in this paragraph shall constitute the governing agreement relating to the credit facilities so extended to me/us by NDBS from time to time and further agree and accept these terms and conditions.
7. I/We agree to pay brokerage and statutory levies as are prevailing from time to time and as they apply to my/our account, transactions and to the service that NDBS renders to me/us. NDBS agrees that it shall not change brokerage more than the maximum brokerage permissible as per the rules and regulations of the Colombo Stock Exchange and the Securities & Exchange Commission of Sri Lanka.
8. I/We do hereby jointly and severally further acknowledge and confirm that the authority expressed herewith shall constitute a mandate given by me/us in favour of NDBS to have access to additional shares held by me/us in my/our CDS Account/s with NDBS as the lodging agent.
9. I/We do hereby agree and confirm that in the event of my/us having no CDS Account with NDBS as lodging agent at the time of submitting this application that I/we shall submit a promissory note or any other form of security in a form and manner acceptable to NDBS to cover at least 50% of the estimated market value of each buying order placed by me/us.
10. I/We do hereby authorize NDBS to hold sales proceeds to meet the settlement of future purchases in the event we have made such settlement instructions specified overleaf or in the event we have any monies due and outstanding to NDBS at any given time.  
- NDBS adopts a first in first out basis of settlement of outstanding dues both from and to me/us and  
- NDBS reconciles my/our account and sends a statement of account at the end of each calendar month indicating the transactions for which settlement is outstanding.
11. I/We jointly and severally further acknowledge agree and confirm that I/we shall be liable to NDBS for any and all loss sustained or incurred in relation to any direct/ indirect transaction carried out by NDBS for and on my/our behalf (in its capacity as selling / buying broker and / or in relation to dividends rights bonuses and other benefits attached to the shares) and do hereby agree to indemnify NDBS against such loss or damage arising therefrom.
12. I/We acknowledge that NDBS carries out transaction in my/our account on the trading instructions given by me/us and investment decisions are to be made on a non-discretionary basis unless instructed by me/us to NDBS in writing to the contrary.
13. I/We agree to immediately notify NDBS in writing if there is any change in the information in the Client Registration Form provided by me/us to NDBS at the time of opening of the account or at any time. I/We agree that I/we shall not hold NDBS responsible for any non-communication of such changes.
14. I/We acknowledge that NDBS agrees to inform me/us and keep me/us apprised about material changes to trading/settlement cycles, delivery/payment schedules, CSE Member Status of NDBS or any changes therein from time to time, and it shall be the responsibility in turn of me/us to comply with such schedules/procedures of the Colombo Stock Exchange.
15. I/We understand and agree that, if any authority under law, seek information about my/our transaction with NDBS, it will provide the same to such authorities, without any prior consent from me/us.
16. **RISK DISCLOSURE STATEMENT:** The prices 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 profit made as a result of buying and selling securities.

I/We hereby declare that all of the above, including the aforesaid RISK DISCLOSURE STATEMENT was explained to me/us by the investment advisor and confirm that I/we have read and clearly understood same.

Authorised Signatory - Name : ..... Signature : .....

Name: ..... Signature : .....

Date : .....

Date : .....

I hereby declare that I have brought the content of the Risk Disclosure Statement to the notice of the applicant(s), made him aware of the significance of the Risk Disclosure Statement and that the applicant(s) have had the opportunity to discuss and obtain independent advice.

Investment Advisor: Name : ..... Signature : ..... Date : .....

Witnesses : (1) Name: ..... (2) Name : .....

Address: ..... Address : .....

Signature: ..... Signature : .....

“NDB Securities (Private) Limited is a hundred percent owned subsidiary of the NDB Capital PLC which specializes in Securities Trading transactions. As NDB Securities (Pvt) Ltd and NDB Capital PLC are two different entities, it is the responsibility of the Account Holder to liaise directly with NDB Securities (Pvt) Ltd and their representatives, pertaining to all Securities Trading”

FOR OFFICE USE ONLY	All Relevant Documents Attached YES / NO	Checked By		Signature		Date	
		Investment Advisor		Signature		Date	
		Approved By		Signature		Date	
		System Update by		Signature		Date	

Please Enclose:

- Details of Directors (Name/s, Addresses, and Occupations) & Details of top 10 shareholders (Name and addresses, Percentages) have to be provided on a separate Company letterhead duly certified by Company Secretary.
- Certified copy of NIC or valid passport of Directors (should be certified by Attorney-at-law)
- Certified copy of Memorandum & Articles of Association and commencement of business ( If applicable)
- Certified copy of Certificate of Incorporation
- Board resolution (Only if the 'Certification of Resolution' on CDS account opening form is not filled)
- If an authorized person is signing the CDS application form on behalf of the Applicant Company, a copy of NIC or Passport of the authorized person should be forwarded.
- Directors Individual KYC Forms
- For FATCA purpose please provide the following details of the major share holders ( With more than 10% voting rights):
  - Name
  - NIC/Passport no.
  - Designation
  - Shares Held (In Percentage)
  - Nationality/Multiple Nationality/Citizenship/Resident Status (Please include all relevant information)
  - Contact Number
  - Residential address
  - Signature

If Foreign Company, provide the following details in addition to the above:

- SIA account details with documentary evidence.
- Certified copy of Certificate of Commence Business (where relevant)
- Certified copy of “Good Standing” issued by the Registrar of Companies/applicable authority where the Company is incorporated

Please Note:

When filling the application forms please avoid using correction fluid.  
Documents mentioned in 1, 2, 3 above are not required if it is a listed company.  
All supporting documents should be certified as true copy of original, by a Solicitor, Attorney -at -law, Notary Public, practicing in the relevant country.  
Two Director signature's with company embossed seal required on CDS 2, CDS (A), NBS 1.  
Internet Trading Agreement ( If Requesting of Internet Trading Facility )

- If Clubs/Societies/Charities/NGO's - Should provide details of office bearers, Administrators, members of the governing body or committee or any other person who has control or influence over the operations of the entity.
- In case of NGO - Registration certificate from the Ministry of Social Services
- In the case of Trust - Clearance Certificate from the relevant line Ministry (if applicable) should also be provided.
- Nominees and fiduciary account details of all trustees, settlers/grantors and beneficiaries should be provided.

NDB Securities (Private ) Limited is a Member of the Colombo Stock Exchange, and is licensed by the Securities & Exchange Commission of Sri Lanka to operate as a Stock Broker.

	Done (YES/NO)	Checked by	Signature	Date
World check				
LTL check				