Bankers to the Nation

Code Nos. | | | |

Date: ……

AGREEMENT BETWEEN AN AUTHORIZED PRIMARY DEALER AND A CUSTOMER ON ACCOUNT OF GOVERNMENT SECURITIES INVESTMENTS

(THIS AGREEMENT CONSISTS OF 04 PAGES)

This Agreement is entered into by and between Bank of Ceylon, a Banking Corporation duly established under the Bank of Ceylon Ordinance No.53 of 1938 and its amendments in the Democratic Socialist Republic of Sri Lanka being an authorized Primary Dealer and having it Head Office at "BOC Square", No.1, Bank of Ceylon Mawatha, Colombo 01, of the said Republic (hereinafter referred to as the "Dealer" and if the context so requires it shall include its successors and assigns) AND any entity eligible to invest in Governments Securities (***eg. Name of the Company : XYZ Company Ltd., CRN (Company Registration No. 485E and having its registered address at No. 25, Navinna Road, Maharagama)).***

Name of the Company/Society/Association/Club/Organization…….

……..……...

Registration No. (eg. Company Registration No.)..……

Address…….……...

……..……...

(Hereinafter referred to as the "Customer" and which shall include its heirs executors and administrators/successors and assigns).

General Conditions

1. **Introduction**

These General Conditions shall apply to any transactions entered into between the Customer and the Bank of Ceylon ("Dealer") and may be supplemented by any Specific Conditions ("hereinafter referred to as any instructions given by the Customer in writing acceptable to the Dealer other than General Conditions referred to in this Agreement.") which may be applicable for particular transactions, with such Specific Conditions, prevailing over these General Conditions in the event of any conflict.

2. **Authority**

(a) The Dealer may open and maintain Securities Accounts to hold Scripless Securities and interest of the Customer in accordance with the terms and conditions mentioned herein and those contained in the Specific Conditions.

(b) The Dealer may rely on the authority of each person designated by the Customer to send Communications (referred to in clause 3 of this Agreement) or do any other thing, subject to system rules applicable to Dealer Direct Participants of the Scripless Securities Settlement System, until the Dealer has received written notice or other notice acceptable to it of any change from a duly authorized person and the Dealer has had a reasonable time to act (after which time it may rely on the change).

(c) The Dealer may, without specific instructions of the Customer, carry out such transactions which are identified in the Specific Conditions (any instructions given by the Customer in writing acceptable to the Dealer other than those in this Agreement).

(d) The Dealer may rectify an erroneous debit or credit to a Securities Account of the Customer and shall inform the Customer in writing of any such rectification.

(e) The Dealer may receive maturity proceeds on Scripless Government Security investments to which the Customer is entitled.

3. **Communications**

Unless otherwise agreed, the Customer or the Dealer may give instructions to the other in writing, by facsimile transmission or by any means of electronic communication, acceptable to both the Dealer and the Customer. The Customer shall comply with any agreed security procedures designed to verify the origination of any such communication and shall indemnify the Dealer for any loss or damage which may be caused to the Dealer for any non-compliance by the Customer.

4. **Performance**

(a) The Dealer shall perform its obligations in respect of any transaction in good faith and with reasonable care, as determined in accordance with the standards and practices of the Primary Dealer industry.

(b) Neither the Customer nor the Dealer will be responsible for any failure to perform any of its obligations with respect to any transaction if such performance would result in it being in breach of any law, regulation or other requirements of any governmental or other authority in accordance with which it is required to act.

5. **Customer Information**

(a) The Customer shall provide the Dealer all documents and other information reasonably required by the Dealer for the purposes of opening and maintenance of Securities Accounts and entering into any transaction and the Customer shall undertake to promptly inform the Dealer upon any change of such information.

(b) The Dealer shall keep information relating to the Customer as confidential provided however that the Dealer may disclose such information if the Customer consents in writing to the disclosure of such information or if any such information is required to be disclosed by any statute or by order of any Court of Law.

6. **Liability and Indemnity**

(a) Neither the Dealer nor Customer shall have any liability for any indirect, incidental or consequential loss or damages.

(b) The Dealer shall not be liable for any losses sustained by the Customer unless caused by negligence or default on the part of the Dealer or any of its employees or agents.

(c) The Customer agrees to indemnify the Dealer from any loss or liability arising out of the carrying out of any instructions of the Customer provided in accordance with the General Conditions and the Specific Conditions, including but not limited to the settlement of funds to the Dealer on the stipulated value date, and any loss arising to the Dealer as a result of the failure to do so.

(d) If the Customer is more than one individual, all persons who would comprise the Customer, shall be jointly and severally liable to the Dealer.

7. **Fees, Taxes and Levies**

(a) The Customer shall pay the Dealer all expenses incurred by the Dealer on account of taxes, levies and duties imposed on any transactions that are entered into between the Customer and the Dealer or by the Dealer on behalf of the Customer.

(b) The Customer agrees to bear/pay any charges/fees/commissions if any already exist and any charges/fees/commissions that will be enforced in due course by the Dealer.

8. **Lien and Set-Off**

(a) The Dealer shall be entitled to exercise a right of lien on all monies, deposits and securities belonging to the Customer who has invested in Bank of Ceylon pending the settlement of all amounts which are due and owing from the Customer to the Dealer.

(b) The Dealer shall also be entitled to exercise a right of set-off and appropriate any such standing to the credit of the Customer in any account in Bank of Ceylon towards the satisfaction of the amounts due from the Customer to the Dealer.

9. **Deal Confirmation and Customer Statements**

(a) The Dealer shall send a written confirmation for each transaction entered into on behalf of the Customer.

(b) The Customer should make use of the facilities afforded by the Central Bank of Sri Lanka to receive periodic statements in electronic form or through the postal system. In addition, the Customer may also view the status of their transactions through the facilities provided by the Central Bank of Sri Lanka for such purpose.

(c) The Customer shall inform the Dealer in writing of any errors in confirmations or statements issued by the Dealer or the Central Bank of Sri Lanka within 14 days of receipt of such statement or confirmation.

(d) The Customer agrees to provide instructions pertaining to the maturity proceeds at least seven calendar days prior to maturity in writing to the Dealer. In the event of the Dealer not having such instructions with respect to the manner in which the maturity proceeds are to be dealt with, the Dealer may reinvest maturity proceeds in accordance with previous investment instructions subject to issue and availability of Government Securities not exceeding the period of the earlier investment or pay the Customer, in accordance with the "Customer Charter" issued by the Central Bank of Sri Lanka to Primary Dealers. Please refer Bank of Ceylon website: www.boc.lk and Central Bank of Sri Lanka (CBSL) website: www.cbsl.gov.lk

10. **Notices**

The Dealer and the Customer shall notify each other of the name and designations of persons to whom any notice in terms of this Agreement should be sent together with their addresses, facsimile contact numbers or e-mail addresses as may be applicable. Each of the Customer and the Dealer may rely on the information provided as aforesaid until it has received notice in the manner specified above of any change and has had a reasonable time to act (after which time it may rely on the change).

11. **Complaint resolution**

The Dealer would resolve any complaints that it has received from the Customer in accordance with the complaints resolution procedure set out in Section 14 of the "Customer Charter" issued by the Central Bank of Sri Lanka to Primary Dealers.

12. **Amendments**

The Dealer shall provide the Customer with not less than one months notice with regard to any amendments, alterations to the services provided to Customers. The Customers may get this information by logging into www.boc.lk website.

13. **Language of communication**

The Dealer's preferred language of communication is English. Alternatively, the Customer may request that any information/documentation relating to any transactions to be entered into by the Customer with the Dealer be provided to him in either Sinhala or Tamil Language.

14. **Applicable Law**

The Dealer shall at all times act in accordance with the laws of Sri Lanka and the Sri Lankan courts have the non exclusive jurisdiction to resolve any matter arising out of and in relation to carry out of its responsibilities, duties and functions and in the provision of services to the Customer.

IN WITNESS WHEROF The Authorized Officers of BANK OF CEYLON have set their respective hands and the Customer/s Authorised Signatory/Signatories has/have placed his/her/their hand/hands to these presents and to another on the respective dates specified below with effect from the date specified on the first page of this Agreement.

BANK OF CEYLON

Mr/Mrs/Ms …….…….

Designation……..…...…..Signature……..…….....Date……

Mr/Mrs/Ms …….…….

Designation……..…...…..Signature……..…….....Date……

Witness 01

Signature: ……

Full Name: ……..…….

…….

PF/NIC No: ……..……

Date :……

Witness 02

Signature: ……

Full Name: ……..…….

……..

PF/NIC No: ……..…….

Date :…….

Authorized signatures of the Company/Society/Association/Club/Organization

(Title) eg. Chairman/Secretary/Treasurer/Accountant/Director/1st Signatory/2nd Signatory)

Rev/Mr/Mrs/Ms ……..……

Designation……Signature……Date…….

Rev/Mr/Mrs/Ms ……..……

Designation……Signature……Date…….

Rev/Mr/Mrs/Ms ……..……

Designation……Signature……Date…….

Rev/Mr/Mrs/Ms ……..……

Designation……Signature……Date…….

Attestation of the Company Secretary with Company Seal (if applicable) or Stamp of the Company/Society/Association/Club/Organization.

Witness 01

Signature: ……

Full Name: ……..…….

…….

NIC No: ……..……

Date :…….

Witness 02

Signature: ……..

Full Name: ……..…….

……..

NIC No: ……..……..

Date :……..……