

## ASHA SECURITIES LIMITED

(Member of the Colombo Stock Exchange / Licensed by Securities and Exchange Commission of Sri Lanka)  
No. 60, 5<sup>th</sup> Lane, Colombo 03. Tel: 94 011 2429100, Email: [it@ashasecurities.net](mailto:it@ashasecurities.net)  
[www.ashasecurities.net](http://www.ashasecurities.net)

### APPLICATION FOR ONLINE SERVICE & AGREEMENT

Asha Securities Limited (hereinafter referred to as "ASL"), a Company incorporated under the laws of Sri Lanka and having its registered office at No.60, 5<sup>th</sup> Lane, Colombo 03.

Client Name (Block letters): WALGAMAGE SHALIKA UDAYANGANI

Address: NO.93/20, WEERA UDITHA MAWATHA, HEDIGAMA, PILIYANDALA

Business Registration No: .....

Telephone: (H) 0777045790 (O) ..... (M) .....

E-Mail: shalika.udayangani@gmail.com

CDS No:	MSB	8	4	5	0	2	2	5	0	0	-	V	N	-	0	
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Name in CDS: W.S Udayangani

CDS No:	MSB										-				-	
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Name in CDS: .....

I/We W.S Udayangani (herein after referred to as "Client") hereby request Asha Securities Limited (hereinafter referred to as "ASL") to allow me/us the use of its Internet Trading System (hereinafter referred to as the "Online Service"). I/We agree to be bound by the terms and conditions listed herein.

1. Client agrees to be bound by the operational rules of ASL's Online Service and by the terms and conditions stipulated in this Application. Client also agrees to comply with the Rules, guidelines and/or circulars that may be issued by the CSE from time to time.

2. The client hereby authorizes ASL to accept and act upon all requests and instructions authenticated and communicated by the Client through the Online Service.

#### 3. PRELIMINARY REQUIREMENTS TO BE FULFILLED BY CLIENT

Client agrees to fulfill the following preliminary requirements for using the Online Service of ASL.

- a. To be conscious of the capacity and need of knowledge to understand the basic operations of the Internet and to possess a clear understanding of the use of the Online Service.
- b. To maintain appropriate resources and competencies as well as comply with the minimum system specifications for carrying out securities transactions via the Online Service.
- c. To use the Online Service solely for the purpose of operating my/our CDS account.
- d. To use the Online Service solely for the purpose of routing my/our orders to the ATS and not to route orders on behalf of any external parties maintaining Securities Accounts with the CDS.
- e. To notify ASL in writing in the event of,
  - i. any material change to the information provided in this Application; and
  - ii. any modifications to the information routed through the Online Trading Service.
- f. To always maintain the highest level of confidentiality with regard to the data and information provided through the Online Service.
- g. To change the password immediately after accessing Online Service and thereafter at regular intervals.



- h. To comply with the Password Policy of ASL and to adopt the practices of using strong passwords and frequent change of passwords. In the event of any failure by me/us to comply with ASL's Password Policy, I/we shall bear responsibility for any breach of contract and all consequences arising therefrom.
- i. To refrain from disclosing passwords to any other party including ASL employees except to the extent permitted under the Trading Rules of CSE.
- j. Shall not attempt to effect transactions through the Online Service unless 'sufficient funds' (for the purchases of securities inclusive of other charges associated with the transaction) are available in the Client's account. For the purpose of fulfilling this condition, "sufficient funds" shall mean either 100% of value of the proposed transaction and related charges in cash or, as determined by ASL, a defined percentage of value in cash coupled with adequate securities portfolio covering the cost of transaction and related charges, to be provided upfront by Client.
- k. To inform ASL immediately if I/we become aware of any act or attempt of unauthorized use of my/our User ID and/or Password.
- l. To immediately bring to the notice of ASL any error, discrepancy or omission noted by me/us.

#### 4. INVESTMENT DECISIONS

Client shall take full responsibility with respect to the investment decisions made and transactions effected through the Online Service.

#### 5. FEES AND CHARGES

Client agrees to pay as per ASL's prevailing schedule of fees and all statutory levies

#### 6. RECOVERY OF LOSSES

Client authorizes ASL to sell any securities that are in Client's accounts with ASL at its sole discretion in order to recover any loss or damage that will arise for ASL as a result of the Client's trading operations through the Online Service. This right of ASL shall be in addition to any other rights that shall be available to ASL under the Laws/regulations of Sri Lanka including the rules and regulations of the Securities and Exchange Commission of Sri Lanka, the Colombo Stock Exchange and the Central Depository Systems (Private) Limited.

#### 7. RISK DISCLOSURE STATEMENT

Client is aware of the risks associated with the use of the Internet for routing trading transactions including system failures, and/or the risk of misuse and unauthorized use of Client's User ID and/or Password by third parties and the possibility of hacking into the Client's IT System. Client agrees to take all possible steps on preventing the misuse of Client's User ID and/or Password on the Online Service.

#### 8. NOTICES

Any required notice shall be sent in writing to the registered address of the other party or sent via electronic mail to the addresses provided in this Application Form.

#### 9. TERMINATION

- a. Client agrees that ASL can terminate the Online Service facility at any time without giving advance notice to the Client.
- b. Client may terminate the use of Online Service at any time by giving not less than seven days' notice to ASL subject to approval of such action in writing by ASL on the basis of non-availability of amounts payable and/or securities deliverable to ASL by the Client.
- c. The termination of the Online Service shall not alter any rights, obligations or liabilities of either party which had accrued prior to the termination of Online Service.

#### 10. INDEMNITY AND LIMITATION OF LIABILITY

10.1 The Client agrees to indemnify ASL against any loss, damage, or liability arising from the misuse of the Online Service or by Client's breach of the terms and conditions given in this Application.

10.2 ASL shall not be liable for any loss or damages caused by technical failures, internet outages, or force majeure events.

#### 11. GENERAL TERMS

11.1 The Online Service shall be subject to the prevailing rules and regulations of the Securities and Exchange Commission of Sri Lanka, Colombo Stock Exchange, and Central Depository Systems (Private) Limited.



11.2 Client agrees to procure and maintain all equipment necessary for running the Online Service and to maintain them in proper working order with adequate safeguards against malicious threats. Client shall not attempt to re-engineer the Online Service of ASL or to use subversive equipment or software to access the Online Trading Facility.

11.3 If the Client's Securities Account with ASL is a jointly held account, every holder shall be jointly and severally liable for all transactions arising from the use of the Online Service.

## 12. Privacy Notice & Data Collection/Disclose Consent

By submitting this form, I acknowledge and agree that Asha Securities Limited ("Company") may collect, use, process, disclose, and store my personal data as required by the applicable laws and regulations.

12.1. Types of Data Collected: The Company collects personal data, including but not limited to, your name, contact details, National Identity Card (NIC) number, financial information, and any other relevant details necessary for providing share trading, brokerage and related services.

12.2. Purpose of Data Collection: Your personal data is collected for the purposes of account management, regulatory compliance, transaction processing, customer support, and improvement of Company's services.

12.3. Third-Party Sharing: Your data may be shared with authorized third-party service providers or regulatory authorities for operational/compliance purposes.

12.4. Data Retention: Your personal data will be retained only for the period necessary to fulfill the purposes outlined in this notice or as required by the applicable laws and regulations.

12.5. Your Rights & Consent as User:

- You have the right to access, correct, or request the deletion of your personal data.
- By signing at the end of your Application for Online Service, you confirm that you have read and understood this notice and have consented to

- A. The collection, use, processing, disclosing, and storage of your personal data in accordance with the Company's Privacy Policy.
- B. Sharing of your data with third-party service providers/ regulatory authorities for operational/ compliance purposes.
- C. Receive promotional updates via email/SMS.

Please Tick



## DECLARATION

I/we hereby acknowledge that I am/we are permitted to use Online Service enter into this agreement in terms of the ASL member application signed by me/us whereby I/we have opened Securities Account/s CDS account/s with ASL and am/are aware that the terms and conditions contained herein are supplementary to the documents and agreements that I/we have signed with ASL.

I/We are fully liable and responsible for all consequences arising from or in connection with my/our operation the use of the Online Service and/or access to any information or report (including market analysis information) or any other information as a result of such use by me/us or any other person whether or not authorized.

ASL shall at any time be entitled to amend, supplement or vary any of these terms and conditions, at its absolute discretion with notice to me/us and such amendment, supplement or variation shall be binding on me/us.

I/we do hereby agree to abide by the terms and conditions applicable to any new features/options/versions/updates that may be introduced to Online Service by ASL subsequent to this application and I/we shall not have any reservations on registering myself/ourselves automatically for such services.

The use of the Online Service shall be subject to the prevailing rules of the Securities and Exchange Commission of Sri Lanka, the Colombo Stock Exchange and the Central Depository Systems (Private) Limited



and to ASL's Rules and Regulations and any Terms and Conditions governing applicable to all services, facilities and transactions covered by the Online Service.

I/We have read and understood the foregoing and agree to be bound by the above terms and conditions.

I/We have also read and understood the Privacy Notice & Data Collection/Disclose Consent clauses wish to indicate my consent with them.

I/We do hereby confirm that I/We possess the necessary capacity, ability, and technical competence to engage responsibly in online trading activities.

Signatures of the Client/s.

CDS No : (1) MSB-845022500-VN/0 (2) - -

Signatures: (1) [Signature] (2) [Signature]

**Office use only - ASHA SECURITIES LIMITED**

User Name Assigned To Client: .....

Advisor: \*\*\*Select Advisor's Name\*\*\*

We undertake to refrain from disclosing and/or permitting the use of the User ID and password assigned to Client, by any other person including employees of Asha Securities Limited.

Authorised Signature: .....

Date: .....