



**Individual Application Form - Online Trading**

**Applicant**

1 CDS Account

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2 Name


3 E-mail Address

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\*Please note that all contract notes and statements will be sent by email only.  
Kindly ensure to provide an active mail address to send the contact notes and statements to you.

Advisor

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Signature of the applicant

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Date

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**For Office use only (Sales)**

Manager -----

Signature -----

Date -----

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**Credit Committee**

6 Client Rating

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 %

7 Per Buy Order limit

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8 Max. Cumulative Buy Order  
Value Per Day

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9 Credit Limit

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Authorized Officer -----

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Signature

-----  
Date

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**IT Division**

Name -----

Signature -----

Date -----

# Online Trading Agreement

This Online Trading Agreement ("Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date") by and between:

**BARTLEET RELIGARE SECURITIES (PRIVATE) LIMITED**, a company duly incorporated under the laws of Sri Lanka bearing company registration No. PV 11898 and having its registered office at Bartleet House, No. 65, Braybrooke Place, Colombo 2 (hereinafter referred to as "**the Broker**" which term or expression as hereinafter used shall where the context so requires or admits mean and include the said Bartleet Religare Securities (Private) Limited, its successors and assigns);

AND

\_\_\_\_\_ (holder of National Identity Card bearing No \_\_\_\_\_), bearing CDS Account Number \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as "**the Client**" which term or expression as hereinafter used shall where the context so requires or admits mean and include the said \_\_\_\_\_ and his / her successors).

Collectively, the Broker and Client are referred to as the "Parties."

## Recitals:

**WHEREAS** the Broker is a duly registered entity under the regulations of the Securities and Exchange Commission (SEC), authorized to provide Internet Trading Facilities; and

**WHEREAS** the Client wishes to access the Internet Trading Facility ("Internet Trading Facility") offered by the Broker for trading in securities through the Automated Trading System ("ATS") via an Application System.

**NOW, THEREFORE**, the Parties agree to the following terms and conditions:

## 1. Definitions

In this Agreement, the following terms shall have the meanings ascribed to them unless the context requires otherwise:

- **Application System:** The electronic trading system provided by the Broker for executing trades of the Colombo Stock Exchange on the Automated Trading System (ATS) through the Internet Trading Facility.
- **User ID:** The unique identification assigned to the Client for accessing the Internet Trading Facility.
- **Password:** The confidential alphanumeric string with special characters used with the user ID to access the Internet Trading Facility.

## **2. Rights and Obligations of the Parties**

### **(a) Purpose of the Application System**

The Client agrees that the Application System will be used solely for the purpose of routing orders to the ATS using the Internet Trading Facility and shall not be used by the Client to route orders on behalf of any other person maintaining a securities account with the CDS.

### **(b) Minimum System Specifications**

The Client acknowledges that failure to meet the minimum system requirements as specified in Annexure I may result in degraded performance, incompatibility, or failure to properly access or use the Application. The Customer is responsible for ensuring their system meets or exceeds these specifications.

### **(c) Usage of the Application**

The Client hereby undertakes that they have the requisite capacity, technical knowledge, and understanding of the basic operations of the Internet, and possess a clear and comprehensive understanding of the use of the Internet Trading Facility. The Client affirms that they are capable of navigating and utilizing the Facility responsibly, and acknowledges that they are solely responsible for ensuring their own access to and use of the Internet and the Facility in accordance with the terms of this Agreement

### **(d) Security and Password Policy**

The Client agrees to keep their User ID and Password confidential and shall be responsible for any unauthorized use of the Internet Trading Facility. The Client must comply with the Broker's Password Policy, including maintaining strong passwords and changing them regularly.

### **(e) Non-Disclosure of User Credentials**

The Broker hereby undertakes that it shall not disclose and/or permit the use of the User ID and Password assigned to the Client by any third party, including but not limited to employees of the Broker, except as expressly permitted under the applicable laws, rules, and regulations. The Broker agrees not to disclose or allow the use of the User ID and Password assigned to the Client by any other person, including employees of the Broker. The Broker shall take reasonable steps to keep the Client's login details secure and confidential.

### **(f) Breach of Password Policy**

The Client acknowledges and agrees that any failure to adhere to the Password Policy of the Broker, including but not limited to the use of weak passwords, failure to change passwords at regular intervals, or unauthorized disclosure of the password to any other party, shall constitute a breach of this Agreement. The Client shall bear full responsibility and liability for any consequences arising from such breach, and the Broker shall not be held liable in respect thereof.

### **(g) Notification of Changes**

The Parties undertake to notify each other in writing:

- (i) in the event of any material change to the information provided in the agreement; and,
- (ii) in the event of any modifications to the information pertaining to the Internet Trading Facility.

## **(h) Risk Disclosure**

The Client acknowledges and accepts that trading in securities or other financial instruments through the Trading Participant's Application Systems using the Internet Trading Facility involves certain inherent risks. These include, but are not limited to, the following:

- i. **System Risks:** Risks arising from hardware or software failures, connectivity issues, system downtime, delayed or incorrect data feeds, and potential security breaches that may disrupt the Client's ability to place, modify, or cancel orders, or to receive confirmations or market information in real time.
- ii. **Market Risks:** Risks due to market volatility, price fluctuations, illiquidity, or sudden market movements that may result in losses exceeding the Client's initial investment or margin deposits.
- iii. **Cybersecurity Risks:** Risks associated with unauthorized access, hacking, phishing, malware, or other cyberattacks that may compromise the confidentiality, integrity, or availability of the Client's data or trading instructions.

The Client fully understands that the use of the Internet Trading Facility is at their own risk, and that the Trading Participant shall not be liable for any loss, damage, cost, or expense incurred by the Client due to system failures, interruptions, delays, or other unforeseen events beyond the reasonable control of the Trading Participant. The Client is strongly advised to take all necessary precautions, including maintaining the confidentiality of their login credentials, regularly updating security measures, and ensuring the reliability of their own internet access and devices.

By using the Internet Trading Facility, the Client expressly agrees to assume all risks associated with electronic trading and acknowledges that they have read, understood, and accepted the risks outlined above.

## **(i) Confidentiality**

Both Parties agree to maintain the confidentiality of all data shared through the Application System, including personal and transactional information.

## **(j) Third-Party Authorizations**

The Client may use the Internet Trading Facility on behalf of third parties only under specific conditions, including joint accounts or with written consent from the relevant parties, in accordance with the Trading Participant Rules.

## **3. Additional Terms and Conditions**

### **(a) Amendments and Termination**

Any amendments to this Agreement shall be in writing and signed by both Parties. Either Party may terminate this Agreement with Seven (07) days written notice.

### **(b) Indemnity and Limitation of Liability**

The Client agrees to indemnify and hold the Broker harmless from any losses or damages arising from the misuse of the Internet Trading Facility. The Broker shall not be liable for any indirect or consequential damages.

### **(c) Governing Law**

This Agreement shall be governed by the laws of Sri Lanka, and any disputes shall be resolved under the jurisdiction of Sri Lanka.

### **4. Fees and Charges**

The Client agrees to pay any applicable fees for using the Internet Trading Facility as outlined by the Broker.

### **5. General Provisions**

**(a) Entire Agreement:** This Agreement supersedes all prior agreements between the Parties.

**(b) Severability:** If any part of this Agreement is found invalid, the remaining terms shall continue in effect.

**(c) Notification Requirements:** Each party shall promptly notify the other in writing of any material changes affecting this Agreement or the Internet Trading Facility, in accordance with the procedures set out herein.

### **6. Terms and Conditions**

By accessing the Internet Trading Facility Platform, the Client is agreeing to the terms and conditions set out herein:

- i. This platform may include market analysis. Any investments and/or speculations made in light of the information expressed or implied herein are committed at the Client's own risk, financial or otherwise. The Broker is not responsible for any interruptions, transmission blackouts, or delayed transmissions to the website due to Internet traffic or incorrect transmission due to the public nature of the Internet or otherwise. The Broker shall not be liable for any direct, indirect, special, or consequential damages arising out of the use of the website.
- ii. The Broker shall not be liable for any loss, financial or otherwise, accruing to the Client due to unauthorized usage of the facility provided to the Client.
- iii. The Broker reserves the right to change/revise the terms and conditions by updating this posting, and all changes/revisions shall be part and parcel of the Terms and Conditions.
- iv. The Client agrees to indemnify, defend, and hold harmless the Broker, its officers, Directors, and employees from and against all losses, expenses, damages, and costs from any violation of these Terms and Conditions or any activity related to the Client's business transactions by the Client or any person accessing the Client's account.
- v. The Client authorizes the Broker, at its own discretion, to cancel/discontinue the facility without notice to the Client in the event the Broker has reason to believe that there has been a breach of the terms and conditions governing the facility.
- vi. The Laws of Sri Lanka shall govern the Client's use of this website.

## 7. Declaration

- i. The Client hereby declares that all transactions shall be subject to the rules of the CSE and other prevailing Laws and regulations of Sri Lanka and in particular to the authority granted by the Client to the Broker and other stipulations made by the Broker, which will regulate transactions via the trading platform.
- ii. The Internet Trading System shall be used solely for the purpose of operating the CDS A/C of the Client and shall not be used to operate the CDS A/Cs of any other parties by the Client, except in instances set out below in accordance with Internet Trading Guidelines.
- iii. The third-party authorization will be applicable only in the following instances:
  - (a) If in the case of a Joint CDS A/C with the consent of the respective joint account holder(s) where the consent is renewed with the change of circumstance.
  - (b) If in the case of CDS A/Cs where the beneficial owner would be the same person.
  - (c) If in the case of a CDS A/C of the spouse with the written consent of such spouse, where the consent is renewed with the change of circumstance.
  - (d) If in the case of Unit Trust Management Companies and Investment Management Companies licensed by the Securities and Exchange Commission, managing one or more funds or maintaining one or more investor/Cs.
- iv. The Client hereby confirms that all information provided by the Client is true and correct.
- v. The Client hereby declares that the Client has read and is fully aware of the Terms and Conditions governing the use of the website and states that the Client shall unconditionally agree with and shall abide by the Terms and Conditions.
- vi. The Client hereby permits and authorizes the Broker, at their absolute discretion and at the Client's risk, to sell any or all of the shares or securities in any company whatsoever from time to time or the time registered in the Client's securities account to be opened and maintained by the Broker at the CDS (Pvt) Ltd in order to make good and compensate for any loss or damages incurred or sustained by the Broker as a result of the Client's default (for whatsoever reason) in making any payments lawfully due to the Broker (on account of any transaction pertaining to the said Client's securities account) on or before the settlement date.
- vii. This authority is given to the Broker by the Client in addition to the right of the Broker to sell the specific securities in respect of which the Client is in default and generally to other rights, powers, and remedies available to the Broker under the prevailing laws, rules, and regulations of Sri Lanka. The authority granted hereby shall in no way affect the Client's liability towards the Broker arising from or consequent upon any such default. The Client shall also agree to any other remedial actions taken by the Broker to make good any losses incurred by the Broker as a result of the Client's actions.

viii. The Client hereby undertakes to conduct all businesses in compliance with the Terms and Conditions stated herein and all stipulations of the Broker.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**Broker: BARTLEET RELIGARE SECURITIES (PVT) LTD**

Signature: \_\_\_\_\_

Name: Upul Fernando

Title: Manager HR

Date: \_\_\_\_\_

**Client:**

Signature: \_\_\_\_\_

Name: [Client Full Name]

Date: \_\_\_\_\_

## ANNEXURE I – MINIMUM SYSTEM SPECIFICATIONS

### **Web Application:**

- Mozilla Firefox 14.0 and above
- Google Chrome – 15.0 and above
- Internet Explorer – 9.0 and above
- Safari – 5.0 and above

### **AtradDC**

- **Processor:**
  - Minimum: 2 cores
  - Recommended: 4 cores
- **RAM:**
  - Minimum: 4 GB
  - Recommended: 8 GB
- **Hard Disk:**
  - Minimum & Recommended: 40 GB
- **Graphic Device:**
  - Minimum: 700 MB, on-board with updated drivers
  - Recommended: 700 MB, dedicated with updated drivers
- **Operating System:**
  - Minimum: Windows 7
  - Recommended: Windows 10 (64-bit)
- **.NET Framework:**
  - Minimum: Version 4.0 Full
  - Recommended: Version 4.6 Full

### **Mobile Application:**

- **Android:**
  - Minimum: Version 7.0 or later
- **iOS:**
  - Minimum: Version 13.4 or later