

5. The client shall accept the full liability for all transactions processed or effected by the use of iTrader User ID and Password; and/or for all consequences arising from or in connection with such use including access to any information by any third party; and/or any duplicate transactions carried out.
6. The client agrees that the market data provided to by CEL is obtained from CSE Sources believed to be reliable, are provided solely on a BEST EFFORT BASIS ("AS IS" and "AS AVAILABLE" BASIS) and that no guarantees are made by CEL as to their accuracy, completeness, timeliness or correct sequencing. CEL shall not be liable to the Client or have any responsibility whatsoever, for: (a) any losses arising out of or relating to a cause over which CEL does not have direct/indirect control, including the failure of electronic or mechanical equipment or communication lines, telephone or network problems, unauthorized access; or (b) any special, indirect, incidental, consequential, punitive or exemplary damages that the client may incur in connection with his use of the Services provided by CEL under this Agreement
7. The Client shall accept CEL's records and statements of all transactions processed through the iTrader through the CDS account of the Client as conclusive and binding on the client for all purposes.
8. CEL shall ensure that the confidentiality of the client's User ID/Password, Client's personal and trading information is maintained.
9. CEL at its sole discretion may sell or transfer any securities that are in the CDS account of the client in order to recover any loss or damages that shall arise to CEL as a result of the client trading through the iTrader without sufficient funds or any other reason whatsoever.
10. The Client shall and hereby indemnify CEL, its employees and/or information/service provider and their respective officers and employees against all liabilities, claims, demand, loses, damages, costs, charges and expenses of any kind (including Attorney's fees) which may be incurred by any of them and all actions or proceedings which may be brought against any of them in connection with services provided through iTrader in the absence of any gross negligence, fraud fault or willful default on the part of CEL or its employees.
11. This Agreement shall come into effect on the date mentioned above and shall be in force unless sooner terminated by either party. The Client may terminate this agreement by giving seven (07) days prior notice in writing to CEL and CEL may terminate this agreement at its absolute discretion and without any prior notice to the Client.
12. Parties hereby agree that the use of the iTrader and all the trades via iTrader and applicable provisions of this Agreement shall always be subject to any rules, regulations, guidelines, circulars, directives issued by the SEC/CSE that may be in force from time to time and this Agreement shall be governed and construed in accordance with the laws of Sri Lanka.
13. Notwithstanding any provision of this Agreement, neither Party shall be liable for its inability in performing any of its obligations hereunder (other than an obligation to make payment) if such inability is caused by or arises as a result of a Force Majeure Event.
14. This agreement can be altered, amended and/or modified by the Parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligations of the Parties hereto are altered by virtue of change in Rules and regulations of the SEC/CSE, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the Parties mentioned in this Agreement.

IN WITNESS WHEREOF the parties have executed this document on the respective date & places above written.

.....
Signed for an on behalf of CANDOR EQUITIES LIMITED

By:
Date:

.....
Signed for an on behalf of CLIENT

By:
Date:

For Office Use Only

RIA Recommendation: _____

Client Signature Verified by: _____

Approved by: _____

User ID: _____

 Account created by

 Date