

# AUTHORISATION AND INDEMNITY IN RESPECT OF TELEPHONE, FAX AND E-MAIL INSTRUCTIONS

To: The Authorised Officer, NatWealth Securities Ltd, 10 1/1, Prince Alfred Tower, Alfred House Gardens, Colombo 03.

In relation to the following;

- Outright Purchase/Sale of Government Securities
- Investment Instructions (Upliftment/Rollover/Settlement)
- Repo
- Reverse Repo
- Substitution of securities allocated for Repo transactions

#### **Authorization**

I/We hereby authorize you to accept and	d act on behalf of(company na	ame)
bearing company registration no	:	

- (a) any oral instructions given, or purported to be given, **over the telephone** by me/us or on my/our behalf by the persons authorized to act on my/our behalf by the relevant mandate/instructions/agreement governing the operation of the particular account(s) or transactions in shares, stocks, bonds, or any other form of securities (collectively, 'Authorized Person(s)') and
- (b) any instructions which may from time to time be signed or apparently signed, by me/us or the authorized Person(s) which have been transmitted to you **by facsimile transmission**; and
- (c) any instructions which may from time to time be sent to you **via e-mail transmission** through the email address given as "....." by me/us or by the authorized person/(s).

## regarding

- (1) all above instrument(s) which is/are currently, or may hereafter from time to time be maintained by me/us with you(my/our accounts) including, without limitation, the payment or transfer of funds from any of my/our Account(s) to any other account(s) maintained with you or any other financial institution in my/our name(s) or in the name of any other person(s) or the renewal, withdrawal or cancellation of any transaction relating to any of the above instruments (which would include confirmation by me/us or the Authorized Person(s) of the applicable amounts, interest rate, and the duration) or the rollover or repayment (whether partial or in full) of any transaction categorized above (which would include confirmation by me/us or the Authorized Person(s) of the applicable amounts, interest rate, and the duration) and
- (2) the purchase, sale or any other transaction whatsoever in relation to above instruments.

Any transaction effected by you on the basis of instructions given or purported to be given by me/us or by the Authorized person(s) by telephone, facsimile transmission or e-mail as aforesaid (collectively referred to as 'verbal instructions') shall be binding upon me/us whether made with or without my/our authority, knowledge or consent and I/We shall complete the aforesaid transaction in such a manner and within such time limit as may be requested by you...

#### **Undertakings**

We agree to send to the same office or any branch, within 5 working days the original of any document containing instructions, which had been sent by the company to your office or branch by way of facsimile transaction and to bear any risks, losses or liabilities that may arise by reason of the company not sending such original in such manner. Any transaction effected by you on the basis of instructions given or purported to be given by me/us or by the Authorized person(s) by telephone, facsimile transmission, telex or e-mail as aforesaid (collectively referred to as 'verbal instructions') shall be binding upon me/us whether made with or without my/our authority, knowledge or consent

Without prejudice to the generality of the foregoing, I/We agree that you will not be liable for any losses which I/We suffer if you act on the telephone, facsimile transmission, e-mail, telex instructions of any person other than that of myself/ourselves or the Authorized Person(s) or if you act on instructions transmitted to you by facsimile transmission upon which my/our signature(s) or that of the Authorized Person(s) have been forged PROVIDED THAT you act in good faith believing such person(s) giving telephone or telex instructions to be me/us or the Authorized Person(s) or the signature(s) appearing on the relevant facsimile instructions to be genuine and not forged.

### **Indemnity**

In consideration of your agreeing to act in accordance with the terms of this letter, I/we undertake to keep you indemnified at all times against, and to save you harmless from, all actions, proceedings, claims, loss, damage, costs and expenses which may be brought against you or suffered or incurred by you and which shall have arisen either directly or indirectly out of or in connection with your accepting telephone, fax, e-mail or verbal instructions and acting thereon.

#### **Validity**

We agree that the terms of this Authorisation shall remain in full force and effect unless and until you receive and have reasonable time to act on a notice of termination in writing from the company duly signed save that such termination will not release the company from any liability under the terms of this Authorisation.

# **Joint and Several Liability**

Where this Letter is signed by more than one person/entity, the authorization, undertakings and indemnity contained herein shall be given or assumed by me/us jointly and severally.

## **Governing Law**

This letter of Authorisation shall be governed by and construed in accordance with the laws of Sri Lanka.

Signed on behalf of			
Director	Company Seal	Director	
Name of Director	NIC No		
Name of Director	NIC No		
Witnesses to the above signature/s			
1			
2			
1. Name:			
NIC No:		For Company Use Only	
2. Name:		Signature verified	
NIC No:		Initial against blanks	
		Board Resolution attached	
		Managers Approval	