

# **AUTHORISATION AND INDEMNITY**

# IN RESPECT OF TELEPHONE, TELEX, AND E-MAIL INSTRUCTIONS

To: NSB Fund Management Company Ltd	
Name with Initial:	 
Authorization	

I/We hereby authorize you to accept and act on:

- (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, or apparently sent to you by telex by me/us or the authorized person(s), and

#### Reading

- (1) All account(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) of the renewal, withdrawal or cancellation of any transaction relating to any of my/our accounts ( 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 the repayment (whether partial or in full) of any transaction under any of my/our accounts ( 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 shares, stocks, bonds or any other form of securities.

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 and I/we shall complete the aforesaid transaction in such a manner and within such time limit as may be requested by you...

### Undertakings

I/We agree to send to your office the original of any document containing instructions, which had been sent by me/us to your office by way of telex or facsimile transaction and to bear upon me/us any risks, losses or liabilities arising from me/us not sending such original in such manner.

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) 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.

I/We shall pay to you on demand all monies, fees, charges and expenses required or incidental to the implementation of transactions pursuant to my/our telephone, fax, e-mail or verbal instructions including, without limitation, the amount to be transferred, the amount required for the purchase of any securities, brokerage, stamp duty and such other charges that may be



incurred thereby. Further, you are hereby irrevocably authorized to settle such payments by debiting my/our account(s) or any of my/our account(s) with you.

Any transaction advice for telephone, fax, e-mail or verbal instruction sent to me/us to my/our last known address registered with you shall be deemed to have been duly received by me/us report of discrepancy within 14days from the date of transaction.

#### **Indemnity**

Inconsideration 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.

#### Absolute Discretion

Notwithstanding any provision herein contained, you may at any time in your absolute discretion refuse to execute any of my/our telephone, fax,e- mail or verbal instructions without giving any reason and without being responsible for any loss or damage suffered by me/us thereby arising.

You may at your discretion call any of the authorized persons of my/ our accounts, whether or not such person has initiated the telephone, fax, e- mail or verbal instructions.

# **Validity**

This letter shall be biding upon and ensure to the benefit of my/our successors or permitted assigns in business (as the case may be).

I /We agree that the term of this letter shall remain in full force and a set unless and until you receive, and have a reasonable time to act on, a notice of termination in writing duly signed me/all of us, save that such termination will not release me/us or any of us from any liability under the terms of this letter in respect of any act performed by you pursuant to this letter before the expiry of such time.

# Joint and Several Liability

This letter shall be constructed and governed by the law of Sri Lanka.

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

Manager's Approval

Name	Name	Name
ID No	ID No	ID No.
Signature	Signature	Signature
Date :		
FOR OFFICE USE ONLY		
Signature Verified		