CDS
Central Depository Systems (Pvt) Limited
CONVENIENT : DEDICATED : SECURE

CDS 32A

Request for User Registration of CDS Systems

Name of Requesting Organization: .... **Organization Code:** | | | | |

We hereby request CDS to provide DS Systems access, as specified below, enabling us to perform tasks related to CDS Processes.

Full Name of the User: *(pls fill in using BLOCK CAPITALS)*

e-Mail Address of the User: *(pls fill in using BLOCK CAPITALS)*

Mobile Number of the User: | | | | | | | | | | | | |

NIC No of the User: | | | | | | | | | | | | |

Required Access Effective Date: | D | D | M | M | Y | Y | Y | Y |

Instructions for granting access to users.
[Tick (√) in the relevant boxes according to the access each user should be granted]

Required Access Level		Required Access Level	
CDS Digital Front Desk		**Margin Providers/ Local Company/ Wealth/Investment Managers/Custodians - CDS E-Connect**	
Millennium Depository System		Verification	
Viewing Security Balances		Authorization	
Decentralized Account Openings		**Access to CEO Dashboard - CDS E-Connect**	
Entry		View	
Authorization		**Colombo Stock Exchange (CSE)/Central Depository System (CDS) - CDS E-Connect**	
Intra Transfers		Verification	
Entry		Authorization	
Incoming Authorization		Inquiry	
Outgoing Authorization		**Company Secretary/Registrar* - CDS E-Connect**	
Master File Changes *(Pls refer to Terms & Conditions)*		Verification	
Entry		Authorization	
Authorization			
Participants (Brokers)- CDS E-Connect			
Verification			
Authorization			

*Note: **Please enclose a comprehensive list of securities (Equities and Debentures) in the format of Annexure I, for which your organization has been appointed as the registrar/secretary and is authorized to handle the transmission of shares. (This is applicable only to the Company Secretary/Registrar)**

We hereby confirm that the information given above is **true and correct**. We further declare that the **nominated user is a duly authorized employee of our company**. Should the nominated user **not be an employee of the Participant**, we confirm that a fully executed **Non-Disclosure Agreement (NDA) between our company and the user** has been obtained and is submitted herewith.
The CDS shall be absolved from any liability for loss or damage occurred due to any incorrect or false information provided by us. Furthermore, we hereby confirm that we have read and understood the terms and conditions set out herein.

Signature of the User: ………………………………………………………… Designation: ……………………………………………………………………

Chief Executive Officer:

………………………………………………………… ………………………………………………… ……………………………
Name Signature Date & Seal

Terms & Conditions

Proprietary Rights: The Firm acknowledges that the software underlying the said systems are the legal property of the CDS. The permission given by the CDS to access the systems will not convey any proprietary or ownership rights in the above software. The Firm shall not attempt to modify, translate, disassemble, decompile, or reverse engineer the software underlying the systems or create any derivative product based on the software. The Firm acknowledges and agrees that all logos, custom graphics, trademarks, and URL related to CDS may not be copied or used without the written consent of CDS.

Safeguard: Users who are given access to the system shall; - commit the username & password to memory and not record it in any form including written or electronic. – Keep the password confidential and do not reveal the same to a third party. – Not let an unauthorized person have access to devices or leave them unattended while logged in to the system(s). The CDS is not responsible for any malicious programs including computer viruses, problems or malfunctions resulting from a malicious application, or related problems that may be associated with accessing the internet. We recommend that you routinely update your virus guard software, apply all security patches for your operating system and install a host firewall on your Access Device.

Liability: The CDS shall under no circumstances be liable to the user,

- If the access is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure or any other reason beyond the control of the CDS.
- For damages whatsoever, whether such damages are direct, indirect, incidental, and consequential, and irrespective of whether any claim is based on loss of revenue, interruption of business, or any loss of any character or nature.

Illegal or improper use of the access to the system(s) by the user shall render the user liable for payment of financial charges as determined by the CDS and may result in suspension of the access to the system(s).

Master File Changes: The Firm shall only perform master file change(s) if there is a valid registration under the Firm. If there is no new registration, all the other master file change requests submitted by the account holder should be forwarded to the CDS.

Nomination Authorization: The Company Secretary or the Registrars are exclusively authorized to approve and process the nominations pertaining to equities and debentures, solely for those securities for which the Company Secretary or the Registrars are duly authorized to manage.

e - Mail Notifications: The email address provided will be used to send notifications according to CDS Rules & Guidelines.

Non-Transferability: The right to access the system(s) are not transferable by the user under any circumstance and shall be used only by the said user. The firm shall agree to immediately notify the CDS in writing of any changes to the user access.

Notices: The CDS may give notices pertaining to the said systems in (one) the following manner.

• Via Circulars, changes to the CDS Rules or CDS Guidelines
• Via e-mails to the e-mail address notified to CDS at the time of registration.
• Via hand delivery or post to the postal address of the Firm
• The CDS may also publish notices in general nature, which are applicable to all system users, on the CDS & CSE web sites. All these notices will have the same effect as a notice served individually to each user.

All proprietary rights in the information received shall remain the property of the CDS. Reproduction, redistribution, and transmission of any information contained are prohibited.

Modifications to Terms and Conditions: CDS reserves the right, in its sole and absolute discretion and without any notice and any liability to the Client, to change, modify or amend any portion of these Terms and Conditions at any time, and such amended Terms and Condition will be hosted on the CDS website.

CDS System Updates and Upgrades: CDS expressly reserve the right to change, modify, update, revise, or otherwise change any portions of the CDS System at any time and in no event CDS shall be liable for any claims or damages caused by or arising out of such action. The CDS may occasionally restrict access to the CDS System, partially or completely to enable necessary repairs or maintenance with prior notice (when possible). CDS may introduce software updates or upgrades from time to time and the Firm acknowledges and agrees that complying with such system requirements, which may be changed from time to time, are solely the responsibility of the Firm.

Indemnity: The Firm shall indemnify, defend and hold harmless, CDS and any associate company and other affiliates, its directors, employees, information providers, licensors and other applicable third parties (collectively “Indemnified Parties”) from and against any and all claims, losses, demands, causes of action, debt or liability, including without limitation to reasonable attorneys’ fees and costs incurred by the Indemnified Parties arising out of the provision of services as envisaged herein.

CDS 32A – Annexure I

Applicable only for Company Secretaries & Registrars requesting CDS eConnect access for the transmission of shares process for e - Nominations.

Section A: Information to set-up approval for the transmission process of each security

*If the company secretary should approve each request after the registrars, please tick required for both options. If only one party needs to approve, please select the appropriate section.

If you need 2 user levels for each/any security, please tick ‘Dual Authorization.’

Security ID	Registrar Approval	Secretary approval
Ex: ABC.N0000	☒Required ☒Dual authorization required	☐Required ☐Dual Authorization required
	☐Required ☐Dual authorization required	☐Required ☐Dual Authorization required
	☐Required ☐Dual authorization required	☐Required ☐Dual Authorization required
	☐Required ☐Dual authorization required	☐Required ☐Dual Authorization required
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