



First Capital Group

Account Opening Form - Corporate

(Requirement in terms of Financial Transaction Reporting Act No.6 of 2006)

Office use only
KYC Code/s :

.....

√ Tick the appropriate boxes

First Capital Business Unit/s you intend to transact with;

First Capital Holdings PLC (Corporate Debt / Corporate Debt Repo / Borrowing)	<input type="checkbox"/>
First Capital Treasuries PLC (Govt. security / Govt security Repo / Sri Lanka Development Bond)	<input type="checkbox"/>
First Capital Limited (Corporate Debt / Corporate Debt Repo / Borrowing)	<input type="checkbox"/>
First Capital Asset Management Limited – Wealth Management	<input type="checkbox"/>
First Capital Asset Management Limited – Unit Trust Funds Money Market Fund <input type="checkbox"/> Wealth Fund <input type="checkbox"/> Gilt Edged Fund <input type="checkbox"/> Equity Fund <input type="checkbox"/>	<input type="checkbox"/>
First Capital Equities (Private) Limited * * Please fill the Central Depository Systems (CDS) Forms (except of Form 1(A1) and 5), to open an account with First Capital Equities (Private) Limited (Relevant CDS forms are available in the First Capital Holdings PLC website)	<input type="checkbox"/>

Details of the Company

Name of the Organization (Mention complete name as per the Certificate of Incorporation / Registration Document)	
Registration number	
Organization type <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability company <input type="checkbox"/> Other Corporates <input type="checkbox"/> Unit Trust <input type="checkbox"/> Insurance Fund <input type="checkbox"/> Other Trusts <input type="checkbox"/> Club/ Society/ Charity/Association <input type="checkbox"/> Other (Specify):	
Date of Incorporation(DD/MM/YYYY) [][][][][][][][][]	Date of business commencement (DD/MM/YYYY) [][][][][][][][][]
Purpose of account* <input type="checkbox"/> Trading <input type="checkbox"/> Investment <input type="checkbox"/> Other (Specify):..... *In the case of offshore organization, please indicate the reason to open an account in Sri Lanka	
Country of incorporation* *In case of an off-shore organization incorporated in U.S, please submit a FATCA Declaration Form (Form W-9) Please refer : https://www.irs.gov/pub/irs-pdf/fw9.pdf	

Details of contact person

Name:	Telephone:	Fax:
e-mail:	Designation:	
Registered Address	Business address	
Nature of Business	Income tax file number	
Details of Trustee, Portfolio Manager and/ or Custodian company		

Signing Instruction

<input type="checkbox"/> One Signatory <input type="checkbox"/> Two Signatory <input type="checkbox"/> Other (Specify):
Note : Please provide a Board resolution or similar document to support this delegated authority
Expected mode of Transactions <input type="checkbox"/> Cheques <input type="checkbox"/> Bank Transfers <input type="checkbox"/> RTGS transfer <input type="checkbox"/> Direct Deposits Other (Specify):

Bank Account details*

Account title	Bank	Branch	Account Type	Account Number

*Above account details would be used to transfer maturity/settlement proceeds if specific instructions are not provided.

Source of funds

- Business Turnover/ Profits Investment Proceeds Commission Income Contract Proceeds
 Export Proceeds Sale of Property/ Assets Member Subscription Donations/Gifts
 Other (Specify):

Anticipated Monthly Volume

- Less than Rs 1,000,000 Rs 50,000,001- 100,000,000
 Rs 1,000,001 -10,000,000 Rs 100,000,001-200,000,000
 Rs 10,000,001- 25,000,000 Rs 200,000,000 above
 Rs 25,000,001 – 50,000,000

Beneficial Ownership

As per the Rule 99 of the CDD Rules No.01 of 2016, the “beneficial owner” of the legal person or legal arrangement is a natural person who ultimately owns or controls a customer or the person on whose behalf a transaction is being conducted including the person who exercises ultimate effective control over a legal person or a legal arrangement. According to Rule 49, controlling ownership interest means an interest acquired by providing more than ten percent (10%) of the capital of a legal person.

Name	NIC or Passport Number / Country of Issue / Country of Citizenship	Date of Birth	Current Address	Sources of Beneficial Ownership 1=Equity (indicate %) 2=Effective Control 3=Person on whose Behalf Account is Operated	Check if Politically Exposed Person (PEP) ²
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>

We declare that above are the beneficial owners¹/natural person authorized to act on behalf of the customer of the above-mentioned customer

- ²(PEP) - An individual who are or have been entrusted domestically by or with prominent public Function
 An individual who are or have been entrusted with prominent public function by a foreign country
 An individual who are closely connected to a PEP, either socially or professionally

Details of Subsidiaries, affiliates or connected organizations

Name	Business registration number

Do you wish to obtain First Capital Online Portal Access? (If “Yes”, please read the attached document for the terms and conditions related to First Capital Online Portal Access)*

- Yes No
 e-mail: Mobile: Name of the Authorized Representative:

(Only if differs from the above-mentioned information)

*We confirm that We read, understood, acknowledge, and agree with the attached terms and conditions

Distribution/Maturity payout instructions

Please indicate your preference for distribution from First Capital Group Companies.

- *Reinvest in Deposit in Bank account specified above Payment by Crossed cheque

***The following to be confirmed by First Capital Treasuries PLC customers who wish to provide reinvestment instructions as above,**

I/We do hereby confirm that First Capital Treasuries PLC made me aware about the alternative (net settlement basis for funds) arrangement for settlements, authorized by Central Bank of Sri Lanka, of multiple and Repo roll-over transactions. Accordingly, I/We hereby provide my/our consent for First Capital Treasuries PLC to exercise transactions conducted by me/us on such basis. Yes No

Enrollment for Real-time notification in the Central Depository System of LankaSecure (Only applicable for First Capital Treasuries PLC customers)

Please send real-time notifications to my/our;

- e-mail address
 Mobile phone number
 Both e-mail address and mobile phone number
 I do not wish to enroll

Director Information

Name in Full as per NIC/Passport* (Underline the surname) (Mr/Mrs/ Ms/ Dr Rev)	NIC or Passport Number Country of Issue	Contact Details (Mobile / Email)	Current Address	Citizenship 1= Sri Lankan (SL) 2= SL with dual citizenship** 3= SL residing overseas** 4= Foreign National**	Status of Directorship 1=Executive (Salaried) 2= Executive (Non salaried) 3= Non-Executive and Independent 4= Non-Executive- non independent 5= Committee/ Authorized Officer	Source of Funds	Check if PEP
							<input type="checkbox"/>
							<input type="checkbox"/>
							<input type="checkbox"/>
							<input type="checkbox"/>
							<input type="checkbox"/>
							<input type="checkbox"/>
							<input type="checkbox"/>
							<input type="checkbox"/>
							<input type="checkbox"/>
							<input type="checkbox"/>

*Provide a copy of NIC/Passport

**Please provide copies of valid passport and Visa documents

Declaration

We hereby declare that the information furnished in this Application Form and the attached documents are true and accurate to the best of our knowledge and that this Application Form and the attached documents remain the property of the First Capital Group of Companies. We also understand that the First Capital Group reserves the right to reject this Application Form at its absolute discretion without assigning any reason thereof. We further understand that information submitted by us will be used by any First Capital Group Company to facilitate any transaction that we require to carry out and to maintain a business relationship with us.

We understand that unless written instructions to the contrary are received by the First Capital Group at least seven (07) days before the date of maturity of the investment, First Capital Group Companies shall have the discretion to renew the investment for a similar period at the rates of interest in force at the time of such renewal.

We understand that this client declaration is subject to regulatory and other laws applicable and in force from time to time.

Risk Disclosure

We do hereby declare that we understand that our investments are subject to market, interest rate and/or counter party risks and First Capital Group shall not hold any responsibility or liability for same.

Consent to verify details with Department of the Registrar of Companies:

We do hereby provide consent to and irrevocably permit the First Capital Group to verify with the Department of the Registrar of Companies and/or any third party/authority, the Know Your Customer (KYC) information concerning the Company including the particulars contained in our Business Registration / Certificate of Incorporation.

Date (DD/MM/YYYY) :

.....
Authorised Signatory

.....
Authorised Signatory

.....
Company Seal

Required documents

Please handover relevant documents of your organization from the following list along with the Accounts Opening Form

1. Certified copy of Certificate of Incorporation or similar document
2. Certified copy of the Board resolution authorizing the opening of the account and authorized officers giving instructions
3. Certified copy of Articles of Association
4. Certified copy of Form 1 or Form 40 – Application for registration of a company
5. Certified copy of Form 20 –Change of Director/ Secretary
6. Certified copy of Form 44- registered office address
7. Certified copy of the Certificate to commence business
8. Certified copy of Form 45- List of particulars of the Directors of a company outside Sri Lanka and place
9. Certified copy of BOI/EDB approval

Terms and Conditions

First Capital Online Portal – Terms and Conditions

1. Facilities provided for under the First Capital Online Portal
 - 1.1 We, ('Company') have appointed the authorized signatory/signatories of the Company by Board Resolution annexed herewith (Authorized Signatory/Signatories)
 - 1.2 We hereby request and authorize First Capital Holdings PLC and its subsidiaries ('FC') to issue the distinctive user identification number ('User ID') for the purpose of using the First Capital Online Portal ('FCOP') to the authorized representative appointed by the Company.
 - 1.3 The Company authorizes FC to consider the signing hereof by the Authorized Signatory/Signatories, as consent from the Company to use the viewing/downloading facility provided under the FCOP.
 - 1.4 The Company authorizes FC to accept or act upon all viewing/downloading instructions which purport to come from the Authorized Representative and are received by FC through the FCOP under the usage of the password issued to the Authorized Representative. (Passwords shall mean original password confidentially generated or subsequent passwords generated and issued to the Authorized Representative by FC exclusively for the Company and substituted by the Authorized Representative as required).
 - 1.5 We do hereby undertake to provide accurate and complete data and information and transmit same to FC in connection with the FCOP. We will immediately bring to the notice of FC any error, discrepancy or omission noted by the Company.
 - 1.6 We do hereby confirm that the information provided herein is accurate, correct and complete and that FC shall regard the information provided herein as the latest/updated information as at date. We further undertake to inform FC in writing signed by the Authorized Signatory/Signatories of any changes to such information and to keep FC updated of any changes at all times including the change and replacement of the Authorized Representative or any details pertaining thereto.
 - 1.7 The Company shall accept full responsibility for the viewing/downloading information that occurs by the use of the FCOP howsoever done.
 - 1.8 We agree that the Authorized Representative's requests (on behalf of the Company) in relation to viewing/downloading warranting authorization by an officer/s of FC may not be affected immediately or automatically and that FC reserves the right to allow or disallow such requests at its sole discretion with or without notice to the Company.
 - 1.9 We do hereby authorize FC to record the activity of the Authorized Representative/Company on the FCOP, using whatever means and to use such records for the purpose of establishing or verifying that such an activity (viewing/downloading) has occurred through the use of User ID and Passwords.
 - 1.10 We shall accept FC's records and statements of the viewing/downloading done by the Authorized Representative through the FCOP as conclusive and binding on the Company for all purposes.
 - 1.11 In the event of there being a discrepancy between the facts and figures shown via the FCOP and the actual facts and figures maintained with FC, we agree that the latter will supersede and be taken as the accurate detail at all times.
 - 1.12 In any event viewing/downloading cannot be done due to a technical defect, such will be immediately informed to FC.
2. Security
 - 2.1 We agree that FC has the right to retain our FCOP User ID in disabled status, until FC receives the duly appointed Authorized Representative's acknowledgement of receipt of our Password mailer in accordance with FC's requirements.
 - 2.2 We do hereby agree to change the password immediately after accessing FCOP and thereafter at regular intervals.
 - 2.3 We will set up and maintain adequate measures to safeguard the FCOP from disclosure to or from access or use by any unauthorized person/s even after the expiry or termination of the arrangement envisaged by this Application Form.
 - 2.4 We shall inform FC immediately if we become aware of any act or attempt of unauthorized use of the User ID and Password by anyone other than the Authorized Representative.
 - 2.5 The Authorized Representative shall keep the User ID and Password/s thereof in strict confidentiality and not to reveal it or leave any room to any person other than the Authorized Representative to have access to it at any time under any circumstances.
3. Liabilities for loss, delays
 - 3.1 We shall absolve FC of any loss or liability incurred or settled by the use of User ID and Passwords issued to the Authorized Representative or substituted by the Authorized Representative, with or without the knowledge of the Authorized Representative.
 - 3.2 We shall agree that in no event FC or any information provider shall be liable to us for any incidental, indirect, special, consequential or exemplary damages including without limitation any loss of revenue, profits or savings.
 - 3.3 Unless due to the gross negligence or willful default of FC, FC or any of its employees shall not assume any liability or responsibility to the Company or any other person including the Authorized Representative for the consequences arising from or in connection with
 - (i) use of the FCOP services pertaining to viewing/downloading and / or access to any information as a result of such use by the Authorized Representative or any other person whether or not authorized by the Company
 - (ii) any information, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the FCOP services, in transmitting information relating to the FCOP viewing/downloading facilities or in connecting with the Internet site(s) caused by any acts, omission or circumstances beyond the reasonable control of FC including without limitation, failure of any communication network, act or omission of any third party service providers, mechanical failure, power failure, malfunction, breakdown or inadequacy of equipment, installation or facilities or any law, rules, regulation, codes, directions, regulatory guidelines or Government directives (whether or not having the force of Law) and
 - (iii) Transmission and/or storage of any information relating to the Company or viewing/downloading conducted by the Authorized Representative via the FCOP.
 - (iv) Not informing FC about a change in the information provided by us herein.
4. Liabilities of the Customer
 - 4.1 We are fully liable and responsible for all consequences arising from or in connection with use of the FCOP and/or access to any information or report or any other information as a result of such use by the Company through its Authorized Representative or any other person whether or not authorized by the Company.
 - 4.2 We shall indemnify FC, its employees or information provider and their respective offices and employees against all liabilities, claims, demands, losses, damages, cash, charges and expenses of any kind which may be incurred by any of them and all actions or proceedings which may be brought by against any of them in connection with the provision of the FCOP services to provide viewing/downloading facilities, the information and / or the report or the exercise or preservation of FC's powers and rights under these terms or the failure to notify FC of any change to the information provided by us herein in the absence of any gross negligence, fraud fault or willful default on the part of FC or its employees.
 - 4.3 We are fully aware of the consequences that may arise as a result of using this FCOP viewing/downloading facility by using common user names and passwords that are being used on any electronic media for example personal email addresses, social networks etc. and will take appropriate precautionary measures to avoid such situations and will not hold FC responsible for any user names / password thefts.

5. Changing the Terms and Conditions
- 5.1 FC shall at any time be entitled to amend, supplement or vary any of these terms and conditions, at its absolute discretion with or without notice to me and such amendment, supplement or variation shall be binding on the Company.
 - 5.2 FC shall determine the privileges attached to the use of the FCOP and shall have absolute discretion to change, vary add or amend these privileges and conditions attached thereto from time to time as FC deems fit.
6. Termination
- In the event the Company decides to terminate the use of FCOP the Company shall give FC not less than seven (07) Days prior notice in writing regarding same and further return any document relating to FCOP, given to the Company by FC. FC shall at its absolute discretion cancel, withdraw or renew FCOP with or without any prior notice to the Company.
7. Governing Law and Jurisdiction
- 7.1 The FCOP services referred to herein and these terms and conditions shall be governed by and construed in accordance with the Laws of the Democratic Socialist Republic of Sri Lanka.
 - 7.2 FC and the Company shall submit to the nonexclusive jurisdiction of the courts of the Democratic Socialist Republic of Sri Lanka. The Company through its undersigned Authorized Signatory/Signatories confirms that he/she/they has/have read and understood the foregoing and that the Company including the Authorized Representative agrees to be bound by the above terms and conditions and the indemnity
 - 7.3 Irrespective of the signing instructions given in the mandate lodged with the Company, only the Authorized Representative will be given the authority to use the FCOP viewing/downloading facility.

Office use only

Relationship Manager :

Signature :.....

Date (DD/MM/YYYY) :