



..... An LOLC Group Company.....
Lanka ORIX Finance Company Limited
 100/1, Sri Jayawardenapura Mawatha, Rajagiriya
 Tel: 5880880 Fax : 2865606
 (Public Company Incorporated in December 2001 and registered
 under the Companies Act No 07 of 2007)

ACCOUNT INFORMATION FORM - CORPORATE ACCOUNT

I/We apply to open an account with Lanka ORIX Finance Co Ltd ("LOFC") in the under mentioned currency(s). I/We agree to provide any document requested by LOFC according to the type of Account(s) applied. I/We hereby confirm the acceptance of Account Conditions entirely.

Please tick (✓) appropriately

I/We hereby request the opening of an account/s with LOFC in the following manner.

Account Category Savings Account
 Fixed Deposit Account

in LKR USD EUR
 GBP AUD Other
 (Please Specify)

Account Type Limited Liability Company Incorporated in Sri Lanka
 Limited Liability Company Incorporated Overseas
 Sole Proprietorship
 Partnership
 Associations / Clubs / Societies
 Other, (Please Specify) :

Name of Business / Company (Please Specify) :

Business / Company Address:

Business Registration No: Dated

Nature of Business:

Telephone No (s) :

AUTHORIZED SIGNATORIES

<u>Name(s) of Sole Proprietor / Partners / Directors</u>	<u>Position / Designation</u>	<u>NIC / Passport No</u>	<u>Signature</u>
1.
2.
3.
4.
5.

OPERATING INSTRUCTIONS

Any one / Two / Three / Four of above
 All Signatories
 Others (Please Specify)

Name of Chairman / President:

Name of Company Secretary :

TAX INFORMATION

- Tax Liabie Tax Identification Number:.....
- Tax Not Liabie Directive Dated:.....(Copy Enclosed)

DEPOSIT INFORMATION (Applicable for Fixed Deposit(s))

Amount : (In words):.....(In figures) :.....

Rate :.....(%)

Tenor (In months) 01 03 06 12 Others (Max 60 Months)

- Debit Instructions We hand you herewith Cash for the above amount
- We hand you herewith Cheque Number..... datedissued by.....
- We Authorize you to debit our Account Numberwith you

Payment Mode Monthly Annually Maturity

Payment Instructions (for monthly / annually Interest payments) Pay Self (Please Specify).....

Credit BankBranch
Account No: of

Credit LOFC Savings Account No: of

- Maturity Instructions Renew Principal & Interest for a future term for the same period at the rate of Interest prevailing at the time
- Renew Principal at prevailing Interest rate and Transfer Interest to A/C No :..... of
- Pay Principal and Interest to A/C No:of
- Instructions will be given to you by us prior to the maturity date

Unless you instruct us otherwise, it is LOFC's normal practice to automatically renew a deposit plus accrued interest for the same period at the rate of interest prevailing on the date of maturity.

ACCOUNT CONDITIONS

- 1. Introduction**
These Local Conditions apply for accounts held at LOFC and its branch/es in Sri Lanka.
- LOFC's liability towards the acts and omissions of the "Business promoters" and remittances to LOFC account/s:
- 2.1** The customer hereby expressly agrees that LOFC is not liable for any act inclusive of the acts of negligence and dishonour, or omission on the part of the Business promoters of LOFC that results in pecuniary loss or otherwise to the Customer.
- 2.2** All deposits made by the customer or made through the Business Promoters of LOFC, by way of Currency Notes, Cheques, Bank Drafts or other mandates for payments to Foreign Currency Accounts, and all deposits made by way of Cheques to Sri Lanka Rupee Accounts (all of which are referred to as "instruments") shall be credited to the respective LOFC Account/s upon receipt of confirmation of realization of such instrument from the respective corresponding bank.
- 3. Joint and Several Liability**
If the Customer is more than one individual, all persons comprising the Customer shall be jointly and severally liable, and all references to the Customer shall be to all such persons collectively but LOFC is authorized to deal with any one of such persons unless instructed otherwise by the Customer. These conditions shall be binding upon the respective heirs, executors, administrators, successors, or permitted assigns (as the case may be) of each of them. If the Customer is a partnership, the provisions hereof shall continue in force notwithstanding any change in such partnership unless otherwise decided by LOFC and notified to the Customer.
- 4. Nomination**
In the event the Customer makes nominations, if permitted, and in terms of section 544 of the Civil Procedure Code (as amended by Act No.14 of 1993) or any other Law, the Customer agrees to follow the procedure prescribed by, and make the nomination in the form and manner stipulated by, LOFC.
- 5. Loss mutilation or dishonour not to affect Company's rights**
- 5.1** Neither, loss, mutilation or dishonour, pursuant to receipt by LOFC or by business promoter/s, of cheques, bank drafts or other mandates for payments and/or securities of any description, nor any proceedings taken thereon nor LOFC granting time or entering into any arrangement with any parties in relation to such instruments/securities, is to prejudice LOFC's rights on any instruments or securities. The Customer hereby consents to LOFC so granting time or entering into arrangements in any manner, without prejudicing or affecting LOFC's absolute recourse to the Customer.
- 5.2** LOFC shall not be responsible for any loss in or through mail or similar reason, because of which there is late presentation, or failure to present, demand, collect or give notice of non-payment or dishonour of any item, and LOFC is authorized to charge-back the amount of any item, whether or not drawn on LOFC, and whether or not the items themselves can be returned, for which payment in money has not been received.
- 6. Request to stop payment**
Stop payment on any item shall be by written request of the Customer made in the manner acceptable to LOFC and before presentation to it of the relative item for payment. No such request shall be effective for more than six months from the date of its receipt.
- 7. Error, Inadvertence or Oversight**
Unless its negligence is established in this respect LOFC shall not be liable for errors, inadvertence or oversight in payment of any instruments for the payment of money, which are post-dated nor for loss of statements in transit.
- 8. Waiver of presentment in respect of Bills of Exchange**
The Customer waives presentment (except for acceptance when necessary), protest and notice of dishonour of any bills of exchange and other instruments whether upon maturity, acceleration of maturity or otherwise and any other notice and demand whatsoever whether or not relating to the same.

ACCOUNT CONDITIONS (Contd....)

9. **Force Majeure etc not to apply to the customer's obligations**
The provisions of condition 22 shall not apply to the customer's obligations to pay monies due to LOFC and accordingly the Customer shall not be entitled to rely on those provisions to be relieved of its obligations to pay monies to LOFC.
10. **Office's discretion**
Nothing herein contained shall be construed to mean or be deemed to imply that there is any obligation on LOFC to afford or continue to the Customer any facility or at any time to enter into any transaction whatsoever with or for the Customer.
11. **Taxes, Levies etc.**
The Customer shall pay or reimburse LOFC for all expenses incurred by LOFC in respect of the Customer's account including but not limited to legal expenses stamp duties, all taxes, levies, rates imposed from time to time by the government of Sri Lanka, any local authority or any other revenue collecting authority.
12. **Assignment by LOFC**
LOFC may assign or transfer to any third party all its rights, interests and obligations to the Customer without the consent of or prior notice to the customer.
13. **Statements of Accounts**
Statement of accounts will be tendered to the customer at regular intervals to be fixed by LOFC from time to time in accordance with local custom and having regard to the volume of operations in the account. It is hereby agreed and understood that the Customer shall examine the entries in them and will in writing specifically point out to LOFC any errors, within a period of thirty (30) days from the date on which they are sent, and it is hereby also understood and agreed that from and after the expiration of the period of thirty (30) days from the date a statement is sent it shall be conclusively settled and presumed as between LOFC and the Customer that all the debit entries entered in the said statements of account are properly chargeable to and charged against the Customer and that the Customer was not entitled to be credited with any sum not credited in the said statements of account and the said statements of account of any of them shall not be questioned by the Customer hereafter at any time.
14. **Admissibility of Computer Statement in Evidence**
Notwithstanding the provisions of any law or any other agreement between the customer and LOFC, the Customer agrees and accepts that a computer statement with a certification from two authorized officers of LOFC shall be admissible in evidence against the Customer in all legal and other proceedings between LOFC and the Customer in respect of any matter whether such matter arises under these presents or otherwise and such a computer statement shall be final binding and conclusive between LOFC and the Customer for all the purposes until and unless the Customer proves the contrary.
15. The depositor(s)/client(s) agrees that LOFC will have absolute discretion to appropriate any monies lying to the credit of such depositor/client or any payment received from such depositor/client first towards any Government Levies, costs incurred by LOFC on account of this deposit/account and any fee or charge imposed by LOFC which would be applicable to this deposit/account.
16. The depositor(s)/client(s) agrees that the LOFC will have absolute discretion to appropriate any monies lying to the credit of such depositor/client and or any deposits/payments received from the depositor/client towards this deposit/account, in respect of dues under other Agreements with LOFC under which the depositor/client has taken any other financial facility including, Loans, Finance Leases, Hire Purchase Agreements, Operating Leases from LOFC.
17. **Termination**
LOFC shall have the right to terminate the Customer's account at any time in the office at its sole discretion without having to assign any reason for such closure, and the Customer shall not question or query any decision by LOFC in the exercise of that right PROVIDED however LOFC shall give the Customer reasonable notice of such termination unless termination without prior notice is necessitated to safeguard the interests of LOFC or because of any material breach on the part of the Customer of its obligation.
18. **Not to plead prescription**
The Customer agrees and undertakes not to plead the prescription Ordinance or any of its provisions or any similar rule of statute or other law as a bar to LOFC suing the Customer for recovery of monies due to LOFC notwithstanding anything to the contrary herein or in any rule of law or equity or in the prescription Ordinance or any other statute contained.
19. **Rights and Remedies Cumulative**
The rights and remedies herein expressly specified are cumulative and not exclusive of any which LOFC would otherwise have.
20. **Subject to applicable Laws, Rule, etc., The Customer recognizes**
- (a) That LOFC is subject to all applicable local Circulars, orders, rules, regulations, laws, decrees, and restrictions issued by competent governmental and other regulatory authorities in Sri Lanka; and
- (b) That the liability of LOFC for payments is governed by applicable laws and regulations in force at Sri Lanka at the relevant time and shall act accordingly.
21. **Telephone/fax/other instructions**
Notwithstanding any other clauses or agreement to the contrary
- (a) The customer requests LOFC to accept and execute instructions and/or to accept verify and validate signatures on cheques and/or other negotiable instruments and/or to give effect to requests to LOFC to enter into contracts with or for the customer of any other nature whatsoever where such instructions and/or requests are given.
- (i) by telephone, telegram, telex, e-mail, SWIFT or any other electronic recording through the electronic services and purport to, come from the customer with out signature of the customer or its representative in mandate and are honestly believed by LOFC to come from the customer even if not in fact coming from the customer and/or not followed by written confirmation; or
- (ii) by telephone facsimile machine ('telex') and purport to come from the customer and are honestly believed by LOFC to come from the customer provided that such instructions and/or requests bear a signature or signatures which appear to LOFC to correspond to the signature or signature of the customer's authorized representative so represented in its mandate to LOFC in force at the time or receipt by LOFC of such instructions and/or requests, and the Customer agrees to mark clearly on any confirmation of any communication made by telex the words "Confirmation only do not duplicate" in the event of any such confirmation sent by the Customer.
- (b) The Customer assumes all risks involved in connection with any such instructions and/or requests and in particular (but without prejudice to the generality of the foregoing) risks due to errors on and/or any action taken by LOFC as a result of any such instructions and/or requests given or made or purporting to be given or made by or on behalf of the Customer and honestly believed by LOFC to have been given or made by or on and agreement to perform and ratify shall extend to communications made or purporting to be made by any representative or attorneys now or hereafter from time to time appointed or believed by LOFC to have been appointed by the customer and honestly believed to have been made on the Customer's behalf.
- (c) Notwithstanding the foregoing, LOFC may at any time at its absolute discretion decline to execute any instruction and/or request given, or to accept any offer made by telephone, telegrams, telex or telefax which is not followed by written confirmation, notwithstanding that at the time of such instruction, request or offer the employee of LOFC receiving such instruction, request or offer may have indicated assent to such instruction, request or offer.
- (d) If LOFC confirms in writing communications by telephone, telegram or telefax the Customer shall object within 24 hours of receipt thereof to any discrepancies between such communications and such written confirmation and in the absence of such objection the Customer shall be deemed to have accepted such written confirmation as being a correct confirmation of such confirmation.
22. Neither the Customer nor LOFC will be responsible for any failure to perform any of its obligations with respect to any Account if such performance would result in it being in breach of any law, regulation or other requirement of any governmental or other authority in accordance with which it is required to act or if its performance is prevented, hindered or delayed by a Force Majeure Event. In such case its obligations will be suspended for so long as the Force Majeure Event continues. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the relevant party, such as restrictions on convertibility or transferability, requisitions, involuntary transfers, unavailability of any system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.
23. **Anti Money Laundering and Environmental Declaration**
I / We hereby declare and confirm that all the money that I / We use for the purpose of this facility / deposit is earned or received by me / us through legitimate sources and is not derived or realized, directly or indirectly, from any unlawful activity or from the proceeds of any unlawful activity. I / We also declare and confirm that any money that I / We will be using in the future to make any payments in terms of this agreement including the rentals, capital and/or interest shall be money earned or received by me / us through legitimate sources and shall not be money derived or realized, directly or indirectly, from any unlawful activity or from the proceeds of any unlawful activity. I / We also wish to confirm that any money received or earned by me in terms of this agreement shall only be used for legitimate purposes and shall not be used for any unlawful activity. (The words unlawful activity shall have the same meaning as defined in the prevention of Money Laundering Act, No.05 of 2006.)
- I / We wish to also confirm that all my/our sources of income are generated through activity which are conducted in compliance with the environmental laws, rules and regulations which are in force in the country and will ensure that all payments that I/we make including rentals, capital, interest, fees or any deposits made in terms of this agreement now as well as in the future shall be from income generated sources which involve activity which are in compliance with the above laws, rules and regulations.
24. **Law, Jurisdiction**
Any dispute arising out of or in connection herewith shall be governed by the laws of Sri Lanka.

Authorized Signature(s) of the Customer with the Company Seal

Signature _____	Signature _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

For Office Use Only

Minimum Balance:	Account Number:	Date:	
Category A - Approves	Category B - Approves		