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சம்பத் வங்கி  
**SampathBank**

**Agreement for Investing in Government of Sri Lanka Treasury Bills /  
Bonds / Repurchase Agreements through Sampath Bank PLC. (Hereafter referred to as 'The Bank')**

We hereby request you to invest our funds in Treasury Bills / Bonds / Repurchase Agreements as per the details given below.

1. (a) **Name of the Company / Association / Club / Society :** M/s \_\_\_\_\_  
\_\_\_\_\_  
(b) **The Registered address / Principal place of business:** \_\_\_\_\_  
\_\_\_\_\_  
(c) **Registration No:** \_\_\_\_\_ (d) **Date of Incorporation / Date of Registration:** \_\_\_\_\_  
(e) **Nature of business:** \_\_\_\_\_  
(f) **Contact Details:** Telephone Office \_\_\_\_\_  
Mobile \_\_\_\_\_  
Email \_\_\_\_\_

2. **Correspondence / Postal address :**

\_\_\_\_\_  
\_\_\_\_\_

3. **Details of the person/s authorized to act on behalf of the Company :**

- (i) **Name:** \_\_\_\_\_  
**Designation:** \_\_\_\_\_ **NIC No:** \_\_\_\_\_  
**Contact No:** \_\_\_\_\_
- (ii) **Name:** \_\_\_\_\_  
**Designation:** \_\_\_\_\_ **NIC No:** \_\_\_\_\_  
**Contact No:** \_\_\_\_\_
- (iii) **Name:** \_\_\_\_\_  
**Designation:** \_\_\_\_\_ **NIC No:** \_\_\_\_\_  
**Contact No:** \_\_\_\_\_
- (iv) **Name:** \_\_\_\_\_  
**Designation:** \_\_\_\_\_ **NIC No:** \_\_\_\_\_  
**Contact No:** \_\_\_\_\_

\* If the Company / Association / Club / Society does not maintain an Account with the Bank, a Resolution appointing the authorized person /s should be submitted.

[illegible]

Amount in words : Rs. \_\_\_\_\_

5. Tenor / Period : ☐ 3 ☐ 6 ☐ 12 Months ☐ Others (Specify) \_\_\_\_\_

**6. Interest Rate** : \_\_\_\_\_

**7. In settlement of the above Investment** we authorize Sampath Bank PLC to debit our Savings / Current

Account no: \_\_\_\_\_

8. **Operating Instructions:**\_\_\_\_\_

**9. Purpose of the investment:** \_\_\_\_\_

**10. Source of funds:** \_\_\_\_\_

11. Expected monthly turnover: \_\_\_\_\_

**12. Expected mode of transactions:** Cash / Cheque / Other (Specify) \_\_\_\_\_

### 13. Maturity Instructions

We authorize Sampath Bank PLC to collect the proceeds of the Treasury Bills / Bonds on our behalf and, we authorize Sampath Bank PLC to execute the following instructions at the maturity of the Treasury Bills / Bonds / Repos in our name;

- (a) Renew for the same period
- With Interest for a Higher Face Value
  - Without Interest for the Same Face Value and credit A/C no\_\_\_\_\_
- (b) Refund the maturity proceeds and credit A/C no\_\_\_\_\_

We do hereby confirm that the information given above is correct.

\_\_\_\_\_  
 Authorized Signature                      Authorized Signature                      Date

Name and Designation	Name and Designation
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**FOR OFFICE USE ONLY**

Funds available &amp; Signature verified

Branch : \_\_\_\_\_

Authorized Signatory : \_\_\_\_\_

## **Terms and Conditions of this Agreement:**

### **1. Authority**

- (a) Sampath Bank PLC shall act in accordance with applicable written law in carrying out its responsibilities, duties and functions as a Dealer Direct participant in provision of such services.
- (b) Sampath Bank may open and maintain Securities Accounts to hold Scripless Securities on behalf of the Investor.
- (c) The Bank may receive maturity proceeds on Scripless Treasury Bills and proceeds of transactions in Scripless Treasury Bills to which the Investor is entitled.
- (d) The Bank may rectify an erroneous debit or credit to a Securities Account of the Investor and shall inform the Investor in writing of any such rectification.

### **2. Communications**

The following methods of communication may be used for conveying instructions by the Investor to the Bank;

- (a) By written instructions sent to Treasury Investments / Primary Dealer Unit or to a Branch of the Bank.
- (b) By authenticated mail sent through Sampath Vishwa.

### **3. Performance**

- (a) The allocation of Treasury Bills for the application is subject to the availability of securities with the Bank.
- (b) The number of days the Treasury bill is invested may differ from the exact number of the published days based on the availability of securities with the bank at the date of investment.
- (c) Premature upliftment may result in a capital gain/loss based on the market yield prevailing on the day of upliftment.
- (d) The Bank shall perform its obligations in respect of any transaction in good faith and with reasonable care, as determined in accordance with the standards and practices of the primary dealer industry.
- (e) Neither the Customer nor Sampath Bank will be responsible for any failure to perform any of its obligations with respect to any transaction if such performance would result in it being in breach of any law, regulation or other requirements of any governmental or other authority in accordance with which it is required to act.

### **4. Investor Information**

- (a) The Investor shall provide the Bank all documents and other information reasonably required by the Bank for the purposes of opening and maintenance of Securities Accounts and entering into any transaction.
- (b) Investor shall undertake to promptly inform the Bank upon any change of such information already given.
- (c) The Bank shall keep the information relating to the Investor as confidential. Provided however that the Bank may disclose such information if the Investor consents to the disclosure of such information or if any such information is required to be disclosed by any law or by order of court.

### **5. Liability and Indemnity**

- (a) Neither the Bank nor the Investor shall have any liability for any indirect, incidental or consequential loss or damages.
- (b) Sampath Bank shall not be liable for any losses sustained by the Investor unless caused by negligence or default on the part of the Bank or any of its employees or agents.
- (c) The Investor agrees to indemnify the Bank from any loss or liability arising out of the carrying out of any instructions provided by the Investor
- (d) All persons who would comprise the Investor (where the Investor is more than one individual) shall be jointly and severally liable to the Bank.

### **6. Fees, Taxes and Levies**

- (a) No fees or charges will be levied by the Bank for investments in Government Securities
- (b) Charges will be applicable for transferring proceeds to another Bank through RTGS and SLIP as per current fee schedule of the Bank
- (c) The Investor shall pay to the Bank such fees and charges as are specified in the fee schedule.
- (d) Fees and charges may be waived by the Bank at its discretion

### **7. Lien and Set-Off**

- (a) The Bank shall be entitled to exercise a right of lien on all monies, deposits and securities belonging to the Investor pending the settlement of all amounts which are due and owing from the Investor to the Bank.
- (b) Sampath Bank shall also be entitled to exercise a right of set-off and appropriate any sum standing to the credit of the Investor in any account towards the satisfaction of the amounts due from the Investor to the Bank.

## 8. Deal Confirmations and Customer Statements

- (a) Sampath Bank shall send a written confirmation in English for each transaction entered into on behalf of the Investor
- (b) The Investor is hereby informed that facilities are made available by the Central Bank of Sri Lanka to receive periodic statements of their government securities account in electronic form or through the postal system. The Central Bank has also made available a facility to view their Securities account via the internet.
- (c) The Investor shall inform the Bank in writing of any errors in confirmations or statements issued by the Bank or the Central Bank of Sri Lanka within 14 days of receipt of such statement or confirmation.
- (d) The Investor agrees to provide instructions pertaining to the maturity proceeds at least seven calendar days prior to maturity. In the event of such instructions not being received the Bank may reinvest such proceeds for a period not exceeding the period of the earlier transaction, in accordance with the Customer Charter.
- (e) Under the section 5.13 of customer charter, the Investor shall submit new written instructions on yearly basis for all investments. In the event new written instruction are not received from the investor for the current one year cycle, automatic reinvestment will not take place and the matured proceeds will be remitted to the client.

## 9. Notices

The Bank shall rely on the information provided by the Investor in this agreement until it has received notice in the manner specified above of any change and has had a reasonable time to act on the changes.

## 10. Complaint resolution

Any complaints received by the Bank from the Investor shall be resolved in accordance with the complaints resolution procedure set out in Section 14 of the Customer Charter issued by the Central Bank of Sri Lanka to primary dealers. The Primary Dealer Customer Charter is available in all three languages on [www.cbsl.gov.lk](http://www.cbsl.gov.lk) and [www.sampath.lk](http://www.sampath.lk).

## 11. Amendments

The Investor shall be provided with notice of no less than one month with regard to any amendments, alterations to the services extended.

## 12. Language of communication

The Banks preferred language of communication is English. Alternatively, the Investor may request that any information / documentation relating to any transactions to be entered into by the Investor with the Bank be provided to him in either Sinhala or Tamil language.

In the case of any inconsistency between the English, Sinhala and Tamil text of this agreement or any documentation, the English version shall prevail and the other versions shall be construed accordingly.

## 13. Applicable Law

Sampath Bank shall at all times act in accordance with and be governed by the law of the Democratic Socialist Republic of Sri Lanka in carrying out its responsibilities, duties and functions and in the provision of services to the Investor.

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Authorized Signature

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Authorized Signature

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Date

### FOR OFFICE USE ONLY

Signature verified ☐

Authorized Signatory: -----