

NATIONS FOREIGN CURRENCY INVESTMENT PLAN ACCOUNT TERMS AND CONDITIONS

The following terms and conditions shall govern each Nations Foreign Currency Investment Plan Account (the "FCY Plan Account") opened and maintained at Nations Trust Bank PLC — PQ118 (the "Bank").

ACCOUNT OPENING

1. FCY Plan Accounts may be opened by any person over the age of eighteen (18) years, provided such person satisfies the eligibility criteria for the FCY Plan Accounts, prevailing at the time of account opening (the "Customer"), on positive identification through the standard identity verification process adopted by the Bank and on completion of the Bank's account opening documentation.
2. Each FCY Plan Account shall be given a number which must be quoted in all correspondence with the Bank and on all deposit slips. The Bank reserves the right to change the number so given with notice to the Customer.
3. Joint FCY Plan Accounts shall not be permitted to be opened.
4. Each Customer eligible to open a FCY Plan Account shall also open a corresponding Personal Foreign Currency Account (PFCA) or a Business Foreign Currency Account (BFCA) in United States Dollars (USD) at the Bank, for the purpose referred to in Clause 10. The monthly installment shall be paid only in USD.
5. All foreign currency accounts (the "FCY Accounts") opened pursuant to these terms and conditions shall be subject to the rules and regulations under the applicable laws governing such FCY Accounts.

MATURITY TARGET AMOUNT AND MATURITY DATE

6. Subject to Clause 16, FCY Plan Accounts can be opened with a minimum Maturity Target Value of USD ten thousand (USD 10,000) and a maximum Maturity Target Value of USD fifty thousand (USD 50,000).

"Maturity Target Value" means the amount which the Customer contracts with the Bank to receive on the Maturity Date under the FCY Plan Account (the "Investment Plan"), subject to the Bank's terms and conditions.

"Maturity Date" means the date on which the Customer receives the Maturity Target Value under the Investment Plan, subject to the Bank's terms and conditions.
7. The Customer can choose to achieve the Maturity Target Value in a minimum period of three (3) years and a maximum period of five (5) years or such other period as the Bank may specify and allow from time to time.
8. The Customer must at the time of opening a FCY Plan Account, choose the Maturity Target Value and the Maturity Date on which he wishes to receive the Maturity Target Value under the Investment Plan, by indicating the same in the FCY Plan Account opening form. At the time of opening the FCY Plan Account, the Bank shall compute and advise the monthly installment the Customer is required to deposit to the FCY Plan Account and the due date of the said monthly installment, in order to be eligible to receive the Maturity Target Value on the Maturity Date chosen by the Customer, subject to

the Bank's terms and conditions.

INSTALLMENTS

9. The monthly installment is computed by the Bank by taking into account the Maturity Target Value, investment period and the contracted interest rate (the "Monthly Installment").
10. Subject to Clause 35 to 44, the Customer undertakes to provide standing instructions over the PFCA or the BFCA in order to fund the FCY Plan Account on a monthly basis. The Monthly Installment shall be made available in full, on or before the due date each month, until the Maturity Date, in order to be eligible to receive the Maturity Target Value chosen by the Customer. In the event the Customer fails to make the Monthly Installment available in full on or before the due date of each month as specified by the Bank, the Customer shall not be entitled to receive the Maturity Target Value on the Maturity Date.
11. It is the Customer's responsibility to ensure that the Monthly Installment is made available on time, in compliance with these terms and conditions. The Bank is not responsible or obliged to notify the Customer if or when the Monthly Installment becomes overdue or delayed.

INTEREST AND PAYMENT ON MATURITY

12. Interest at the rates fixed by the Bank at the time of opening the FCY Plan Account shall be calculated on the daily balance in the FCY Plan Account and credited to the FCY Plan Account monthly until the Maturity Date. The Bank shall have the right to change or vary interest rates if required to do so by law.
13. In the event the Customer deposits more than the Monthly Installment amount specified by the Bank under the FCY Plan Account or multiples of the said installment at any given time during the tenure of the FCY Plan Account, the Bank

reserves the right in its sole and absolute discretion to compute interest at a lower rate on the amount in excess of the specified Monthly Installment or to withhold interest payment altogether on the said excess amount.

14. Subject to Clause 16 and also subject to the Customer complying with the terms and conditions, the Bank shall pay the Customer the Maturity Target Value.
15. Customers must complete the statutory declaration of their tax status and resident status on account opening forms, as required by the Department of Inland Revenue.
16. The Bank shall be entitled to deduct taxes (including withholding tax and other statutory levies) payable on the FCY Plan Account (including on interest payment thereto) (the "Taxes"), shall be deducted by the Bank as stipulated by the Department of Inland Revenue or other such authority designated by law for such purpose. The Bank has the right to recover unpaid Taxes from the Customer at any time without notice to the Customer, if subsequently claimed by the relevant authority.
17. Withdrawals by the Customer shall not be permitted from the FCY Plan Account before the Maturity Date except as provided in Clause 21 below.

DEMISE OF THE CUSTOMER BEFORE THE MATURITY DATE

18. In the event of the demise of the Customer prior to the Maturity Date, the Investment Plan shall stand terminated and the balance in the FCY Plan Account as at the date of the demise of the Customer including the principal amounts invested and all accrued interest thereto, Taxes payable by the Customer (the "Final Settlement Value"), shall be paid by the

Bank in accordance with applicable law.

19. The Customer may nominate a beneficiary or beneficiaries to whom the Final Settlement Value maybe paid in the event of the demise of the Customer prior to the Maturity Date, by completing a nomination form at the time of opening the FCY Plan Account or at any time thereafter in accordance with applicable law and terms and conditions of the Bank.

TERMINATION OF ACCOUNT

20. In the event the Customer defaults in making payment of any three (03) installments on the due date, the Bank reserves the right to terminate the Investment Plan at any given time thereafter and subject to the Banks terms and conditions, to:-

Close the FCY Plan Account and pay to the Customer the principal sum invested together with accrued interest upto the time of such termination less Taxes payable by the Customer and FCY Plan Account closing charges,

OR

Close the FCY Plan Account and transfer the balance in the FCY Plan Account including the principal sum invested together with accrued interest upto the time of such termination, less Taxes payable by the Customer and account closing charges, to a PFCA or a BFCA in the name of the Customer which shall thereafter be subject to and governed by the terms and conditions governing the PFCA or the BFCA.

21. Customers shall not be permitted to close the FCY Plan Account and/or withdraw the balance therein before the Maturity Date except in exceptional circumstances and at the absolute discretion of the Bank. In the event the Bank permits the Customer to close the FCY Plan Account before the Maturity Date, the Bank shall, subject to the Banks terms and conditions,

pay to the Customer the accumulated principal sum invested plus the accrued interest up to the time of termination less Taxes that may be payable by the Customer and FCY Plan Account closing charges including all applicable penal interests if any, at the sole discretion of the Bank.

22. In the event that an Investment Plan is terminated and/or a FCY Plan Account is closed, under any of the situations enumerated under Clauses 20 and 21, the Bank shall also be entitled to pay interest on the principal sum invested in the FCY Plan Account at a lower rate than the contracted interest rate which shall be decided at the sole discretion of the Bank at the time of such closure. At such an instance all applicable penal interests shall be applicable if any.

23. The Bank reserves the right to terminate the Investment Plan and close the FCY Plan Account at any time in it's absolute discretion after giving two (2) months notice in writing to the last known correspondence address of the Customer without assigning any reason therefore.

In the event the Bank terminates the Investment Plan before the Maturity Date the Bank shall, subject to the Bank's terms and conditions pay to the Customer the total principal sum invested together with accrued interest up to the date of such termination less Taxes that maybe payable by the Customer.

24. A notification of investment setting out the details of the Investment Plan chosen by the Customer at the time of the FCY Plan Account opening, shall be communicated to the Customer by the mode of correspondence selected by the Customer at the time of the opening of the FCY Plan Account. No passbook shall be issued to the Customer.

25. The Bank shall provide the Customer with bi annual statements of the FCY Plan

Accounts. However the Bank reserves the right to vary the frequency of statements provided to the Customer at its discretion.

26. The Bank must be advised if the statement of FCY Plan Account is not received within fifteen (15) days from the due date of receipt of the statement (i.e thirtieth (30th) June and thirty first (31st) December of each year). The Customer agrees to examine each statement of FCY Plan Account received from the Bank to ensure correctness of entry. Any errors should be notified to the Bank within twenty one (21) days from receipt of the statement.
27. The Customer is responsible for preserving copies of his/her statements. Should copies of statements be requested from the Bank, the Bank reserves the right to levy charges for providing this service in accordance with its published tariff.
28. The Bank should be advised promptly in writing of any change of correspondence of the Customer.
29. The Customer hereby authorizes the Bank, to disclose any information relating to the Customer including information relating to the FCY Accounts of the Customer with the Bank, as and when the Bank regards such disclosure necessary in order to discharge its duties and/or obligations and/or where the legitimate business purposes of the Bank require such disclosure to be made.
30. The Customer shall not assign, transfer or mortgage any of the Customer's rights or liabilities under the FCY Plan Account except as specified under these terms and conditions and the Bank shall not be bound by or be responsible for any loss resulting directly or Indirectly from such transaction.
31. Notwithstanding anything to the contrary stated herein the Bank may without notice to the Customer, combine or consolidate the Customer's FCY Plan Account with any

other account of the Customer or with any liabilities of the Customer to the Bank and set-off or transfer any sum/s standing to the credit of the FCY Plan Account against any other sum/s owing from the Customer to the Bank on any other account or in any other respect whether such liabilities be actual or contingent, primary or collateral and several or joint.

32. The Bank reserves to itself the right to alter, amend or add to these terms and conditions at any time in its sole and absolute discretion and any such alteration, amendment or addition shall be binding on the Customer. Notice of such alterations, amendments and/or additions may be sent to the Customer by post and /or given in the local press and/or displayed on the notice board at the Bank's branches and/or sent through statement messages. Any notice hereunder sent by post shall be deemed to have been received by the Customer within seven (7) days of posting to the last recorded address of the Customer. Notice so given to the Customer shall be deemed sufficient and proper notice and shall be binding on the Customer.

These terms and conditions shall automatically stand amended if such amendments are necessitated by law.

33. In addition to the terms and conditions contained herein, the FCY Plan Account shall be subject to and be bound by the terms and conditions incorporated in the General Business Conditions of the Bank issued to all Customers prior to opening an account. The Customer shall be bound by all terms and conditions contained herein irrespective of whether such terms and conditions are incorporated In the General Business Conditions or not.
34. These terms and conditions shall be governed by the laws of Sri Lanka.

STANDING INSTRUCTION

35. On the date of effecting payment, the Bank reserves the right to determine the priority of the payment order against cheques presented or any other existing arrangements with the Bank.
36. The Bank does not undertake to effect after the due date any payment not made on the due date owing to lack of funds in the PFCA or the BFCA, and if funds are subsequently deposited to the PFCA or the BFCA, the Bank shall be notified specifically with reference to this standing instruction.
37. If there are insufficient funds in the PFCA or the BFCA, for two (02) successive months, the Bank shall cancel the standing instruction without any advice to the Customer.
38. The standing instruction shall remain effective notwithstanding the death or bankruptcy/ liquidation until notice of such death or bankruptcy liquidation or the revocation of the standing instruction is received by the Bank.
39. Any amendments and cancellations with regard to the standing instruction shall reach the Bank at least one (01) week before the next successive payment is due. A charge may be levied for each amendment.
40. A commission charge may be levied for each periodic payment effect by the Bank. This charge does not include incidental postage and/or stamp duty which may also be applicable.
41. The Bank may at its discretion levy a charge on each standing instruction
42. In undertaking to make these remittances it is expressly understood that the Bank is relieved from all claims for loss and damage including any consequential loss or damage which may accrue through error, omission, or delay in making such remittances.
43. No separate advice that the standing instructions have been complied with shall be sent to the Customer, as information shall be available in the statement of the FCY Plan Accounts.
44. If the day upon which the payment is to be effective is a Sunday or a Bank holiday, payment shall be made on the next working day.

payment not effected for lack of funds.

I hereby confirm that the terms and conditions of the Bank applicable to the FCY Plan Account which I have applied for hereunder together with the details relevant to such FCY Plan Account were given and explained to me before the signing hereof, and I have read and understood the details of the said terms and conditions therein contained, and agree and consent to be bound thereby.

Signature

Name:

Date: