

**BOSWIN CONSULTANCY AND INVESTMENT  
(PRIVATE) LIMITED**

**AliPay+ Services Provider Agreement – Sub Acquirer [Offline Spot Payment]**

With

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**AliPay+ Services Provider Agreement – Sub Acquirer [Offline Spot Payment]**

This Alipay+ Service Provider Agreement for ipg (online) and offline payments (“Agreement”) is made on [date] ("Effective Date") and entered into by and between **SUB-ACQUIRER** a licensed commercial bank duly incorporated under the laws of Sri Lanka bearing

company registration number PQ233 and having its registered office at No.73/5, Galle Road, Colombo

3 (hereinafter referred to as the “Bank” which term or expression shall where the context so requires or

admits mean and include, the said **SUB-ACQUIRER** its successors and assigns) of the ONE PART

And

WHEREAS the Sub-Acquirer is a Licensed Financial Acquirer of Payment Cards in terms of Payment Cards

and Mobile Payment Systems Regulations No.01 of 2013

WHEREAS

intends to facilitate payment transactions for enterprises with whom it enters into an agreement with

(hereinafter referred to as the “Sub Merchant/s”) that run businesses, online marketplace/s and/or

Website/s through which the Sub Merchants offer and sell their goods and/or services, for which

payment is to be received through a range of payment methods such as credit card, debit card and

LankaQR code, including both card-present and card-not-present payment transactions, and

WHEREAS

Platform/Gateway and Equipment to the Acquirer, through which the Acquirer can enable Sub Merchants to process payment transactions between the Sub Merchant and the Sub

Merchant Customer, and

WHEREAS the Acquirer may also utilise its own hardware, software and/or other technology

to support the Sub Merchant to process the payment transactions contemplated under this Agreement as

and when required between the Sub Merchant and the Sub Merchant Customer.

WHEREAS the parties hereto desire to set out terms and conditions governing in respect of the

processing of such payment transactions, and

NOW THIS AGREEMENT THEREFORE WITNESSETH that the parties hereto, in consideration

number

company

bearing

2007

of

07

No

Act

Companies

the

the Sub-Acquirer shall provide certain hardware and/or software, such as their Internet Payment

, the Service Provider is a Finance Technology Company and under

BOSWIN CONSULTANCY AND INVESTMENT (PRIVATE) LIMITED

in Sri Lanka

PV119995 and having its registered office at No. 298/21, Second Lane, Mandawila Road, Piliyandala

(hereinafter referred to as the "Acquirer" which term or expression as herein used shall where the

where the context so requires or admits mean and include the said

, and its successors and permitted assigns) of the

OTHER PART

a company duly

incorporated

BOSWIN CONSULTANCY

AND INVESTMENT (PRIVATE) LIMITED

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of each of the said parties doing, observing, performing and complying with the terms, conditions,

covenants, obligations and stipulation as are contained in this Agreement to be done, observed,

performed, and complied with respectively by each of them, hereby agrees as follows:

1.

INTERPRETATION

1.1

Unless the context otherwise requires, the following terms shall have the following

meanings:

“Authorisation” means the approval granted to the Acquirer by the Sub-Acquirer for a Payment Transaction;

“Authorisation Code” means the approval code provided to the Acquirer for the Payment Transaction by the Sub-Acquirer or the Card Issuer and communicated by the Sub-Acquirer via the

Alipay+ Payment Gateway and QR Payment System;

“Bank’s Discount” means the percentage or portion of the Charge which the Sub-Acquirer is entitled

to, as set out in Clause 12.1;

“Bank’s Host System” means the Sub-Acquirer’s software which connects to the host system of card

schemes such as Visa Inc (“Visa”), Mastercard Inc. (“MasterCard”), UnionPay International

Co., Ltd (“UnionPay International”) or any other card scheme and their affiliates, and which

enables the Sub-Acquirer to process Payment Transactions;

"Card" means a credit or debit such as a Visa, Mastercard or UnionPay International branded

card, issued by a Card Issuer and any other payment options, agreed for the time being to be

processed by the Sub-Acquirer for the Acquirer, whether in physical or digital form;

"Card-Not-Present Transaction" means a payment transaction involving a Card which is not a Card-Present Transaction;

“Card-Present Transaction” means a payment transaction where both the Card and the Cardholder are physically present at the same physical location as the Sub Merchant at the

time of the transaction;

“Card Issuer” means any entity authorized by a payment card network such as Visa, Mastercard or UnionPay International, to issue a Card;

"Cardholder" means the person to whom a Card is issued or who is authorised to use that Card;

“Charge” means the total price including all applicable taxes and gratuities payable by the

Sub Merchant Customer to the Sub Merchant, for the purchase of goods and/or services

"Commencement Date" means the date notified by the Sub-Acquirer to the Acquirer in writing as the date from which Payment Transactions in connection with a particular Sub Merchant may be submitted to the Sub-Acquirer for processing under this Agreement;

"Customer Access Device" means a terminal, personal computer or other device that a Sub

Merchant Customer uses to initiate a Payment Transaction;

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“Equipment” means any hardware or other physical technology which the Sub-Acquirer provides to

the Acquirer for distribution to Sub Merchants for the purpose of facilitating Payment Transactions, including point of sale terminals and presentation materials and equipment for

LankaQR codes, and which connects to the Sub-Acquirer Host System and/or Internet Payment

Platform/Gateway;

“Internet

Payment

Platform/Gateway” means

an

e-commerce

software

application,

programming and/or computer code, regardless of interface (which may include the back-end

application programming interface (“API”) and any user administration interface), provided

by the Sub-Acquirer to the Acquirer, that connects the Acquirer to the Sub-Acquirer’s Host

System, to enable requests for and the granting of Authorisations and the processing of Payment Transactions;

“IPG

Administration

Module”

means

the

interface

of

the

Internet

Payment

Platform/Gateway which provides access to the Acquirer to the administration functions of the Alipay+ Payment Gateway and QR Payment System, including

information and reconciliation

services;

“LankaQR Customer” means the person who makes a payment, chargeback or refund involving the Sub Merchant using a software or application on a Customer Access Device

which is able to read or scan a LankaQR code presented by the Sub Merchant;

“LankaQR code” means a dynamic or static quick response code which facilitates payment

transactions between Sub Merchant and Sub Merchant Customers;

“Other Security Conditions” means any authentication protocol adopted by Visa, Mastercard,

UnionPay International or other card association to authenticate the Cardholder in a Payment

Transaction;

“Payment Transaction” means a Card-Present Transaction, Card-Not-Present transaction or

any other payment transaction between the Sub Merchant and a Sub Merchant Customer which is paid for using a Card, LankaQR code, Equipment or other hardware, software or technology , including those involving a payment, chargeback or refund;

“Processor” means any third party (which is not affiliated with the Acquirer) who provides information technology solutions to the Acquirer;

(a)

“Acquirer’s Account” means the account(s) in the name of the Service

Provider

maintained

with

the

DFCC

Bank

PLC

bearing

number

for the purpose of transferring the Acquirer’s Discount in connection with Payment Transaction, as agreed in accordance with this Agreement;

“Acquirer’s Discount” means the percentage or portion of the Charge which the Acquirer is entitled to deduct as its fee, as set out in Clause 12.1;

“Acquirer’s Software” has the meaning provided in Clause 5.1;

“Settlement Account” means a dedicated account owned and controlled by DFCC Bank for

debits

and

credits  
in  
the  
name  
of  
the  
Service  
Provider  
bearing  
number  
102 073 273 339 LKR and 102 097 928 468 USD,

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“SSL” means the internet protocol, currently known as Secure Socket Layer, that uses connection-oriented end-to-end encryption to provide data confidentiality service and data

integrity service for application layer traffic between a Cardholder (usually a web browser)

and a server (usually a web server);

“Sub Merchant” has the meaning given to it in the Recitals to this Agreement; and

“Sub Merchant Customer” means a purchaser of goods and/or services offered by the Sub Merchant, whether a Cardholder or LankaQR Customer, as the case may be.

“Website” means a website established or to be established by the Sub Merchants on the internet or similar networks on which goods and/or services will be made available for purchase by Cardholders.

1.2 If the context permits or requires, words importing the masculine gender shall include the feminine

and neuter genders, and words in the singular number shall include the plural number and vice

versa.

1.3 Any reference to a “Clause” shall mean a clause hereof.

2.

## PAYMENT TRANSACTIONS

2.1

This Agreement and the following terms and conditions shall apply in respect of each and every Payment Transaction.

3.

## AUTHORIZATION OF CARD PAYMENT TRANSACTIONS

3.1

The parties acknowledge that this Agreement is subject to and conditional upon

approval of the Central Bank of Sri Lanka to be obtained by Bank as required under: (a) Direction No. 1 of 2018 – Acquiring Payment Card based Electronic Commerce Transactions through Acquirers which is issued in terms of with regulation 18 of the Payment Cards and Mobile Payment Systems Regulation No.01 of 2013 (“Direction”); and (b) any other legislation that may apply in Sri Lanka from time to time.

### 3.2

The Acquirer shall, obtain Authorisation and an Authorisation Code in respect of Payment Transactions on behalf of the Sub Merchants. The Bank will only grant an Authorisation in respect of designated merchant industry categories which are agreed between the Sub-Acquirer and the Acquirer from time to time.

### 3.3

The Acquirer shall require the Sub Merchant to only deliver the goods and/or services to the Cardholder after obtaining Authorization and an Authorization Code. 101 001 230 809 LKR and 102 005 766 987 USD, for the settlement of Payment Transactions.

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### 3.4

The Acquirer shall:

(a) obtain approval from the Sub-Acquirer prior to processing live Payment Transactions with a new

Sub Merchant and shall submit all related documents as per Clause 3.4 (c) (i) and (ii) including details of the business operations of the Sub Merchant and its company profile to the Sub-Acquirer when seeking such approval.

(b) not permit a Sub Merchant to request an Authorization through the Internet Payment Platform/Gateway for any purpose without fulfilling the below requirements of the Bank:

i)

requiring completion by the Sub Merchant of the required application form (such form which may be completed online);

ii)

ensuring the required agreement has been executed between the Service Provider and the Sub Merchant; and

iii)

requiring submission by the Sub Merchant of true copies of valid Business



Registration, Form 1, Sri Lankan National Identity Card or Passport of Director/s, Partner/s and/or the Proprietor as applicable including Sub Merchants' bank account statements for last 3 months along with original board resolution (if applicable),  
provided the above documents are obtained by Acquirer and provided to Bank in electronic format.

(c)

not allow any Sub Merchant to request an Authorization, if the Sub Merchant is on the "Black list" of the Sub-Acquirer which is provided by the Sub-Acquirer at the execution of this

Agreement and may be update time to time when required and informed to the Acquirer.

(d) not allow any Sub Merchant to request an Authorization, if it is aware the Sub Merchant

is engaged in any of the businesses described as prohibited, under Clause 6.1.

(e)

facilitate and provide all reasonably required information/documents to the Sub-Acquirer including for the quarterly assessments report to the

Payment

and

Settlement

Department of Central Bank of Sri Lanka on the Alipay+ Payment Gateway and QR Payment System.

(f)

maintain confidentiality of Payment Transactions and Cardholder data and not reveal any information relating to Payment Transactions to any third party for any purpose whatsoever, except as required to perform its obligations under this Agreement. The Acquirer agrees to ensure that its Acquirer and other related service providers

shall

maintain such confidentiality and the Acquirer will be

responsible for any breach of confidentiality of its and other related acquirers

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(g) not engage any third party (other than any Acquirer Group Companies) in the Payment Transactions without prior written consent of the Sub-Acquirer.

(h) not share with any person the passwords assigned by the Sub-Acquirer to the employees, directors,

officers or contractors of the Acquirer or any Acquirer Group Companies, using the IPG Administration Module.

(i)

at all times comply with all applicable laws, rules, regulations and/or directions issued by any governmental or non-governmental authority/entity in Sri Lanka regulating the conduct of the business of the Acquirer, including but not limited to the Directions.

(j)

the Acquirer and/or the Acquirer Group Companies must hold PCI-DSS certification and ensure such certification is maintained.

### 3.5

The Bank grants to the Acquirer and the Acquirer Group Companies and the Sub Merchants during the term of this Agreement, a non-exclusive licence to use each

of the Card Issuer names and the names of any other payment options agreed on by the parties,

trade names, trademarks, logos and symbols, with prior approval from the Sub-Acquirer and provided

such use is in accordance with the template guides approved or provided by the Sub-Acquirer. The

Bank confirms that it holds the necessary rights to provide this licence and agrees to provide

files containing the latest trade names and logos to the Acquirer, as may be updated from time to time.

## 4. OBLIGATIONS OF THE BANK

### 4.1

The Bank shall provide their Alipay+ Payment Gateway and QR Payment System, including the IPG

Administration Module and access to its API, to the Acquirer following the execution of this Agreement. The Bank will be responsible for the proper functionality of their Internet

Payment Platform/Gateway and the Sub-Acquirer's Host System.

### 4.2

The Bank shall comply with all laws, rules, regulations and/or directions issued by any governmental or non-governmental authority/entity regulating its conduct and the conduct of

the business of the Acquirer including but not limited to the Directions.

### 4.3

The Bank shall maintain confidentiality of Payment Transactions and Sub Merchant Customer

data and shall ensure that the Acquirer shall only have access to sensitive information of cardholders including card number, card security code and expiry date, to the extent

strictly

required by the Acquirer and/or the Acquirer Group Companies to perform its obligations under this Agreement as a PCI-DSS certified acquirer.

4.4

The Bank shall ensure that a dedicated bank account, the Settlement Account, is opened in the

name of the Acquirer to facilitate Payment Transactions. The moneys held in the

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Settlement Account (“Custodial Funds”) will be co-mingled as between the Sub-Merchants,

but will not be co-mingled with any amounts owned by or owed to the Acquirer. As the custodian of the Settlement Account, the Sub-Acquirer has the following rights and responsibilities:

(b)

to hold the Custodial Funds on behalf of and for the benefit of the Service Provider as the legal holder and each Sub-Merchant as the ultimate beneficial holder of the Custodial Funds to the extent of any net amounts owed to each of the in respect of their respective Payment Transactions;

(c)

to pay into the Settlement Account the amount of each Payment Transaction submitted there under which is under the control and purview of Bank, less the Bank’s Discount and the Acquirer’s Discount and any other agreed fees in connection with such Payment Transaction, as agreed in accordance with this Agreement;

(d)

upon the instruction of the Acquirer (including through the submission of any transaction settlement files and any other standing instructions), to make payments from the Settlement Account to the nominated bank account of a Sub-Merchant of Custodial Funds held in the Settlement Account on behalf of such Sub-Merchant on the same day which instructions are so received (or next banking day if the day on which instructions are so received is not a banking day);

(e)

accrue and pay into the Settlement Account any interest amount which is applicable to the Custodian Funds at such rate as may be agreed between the Service Provider and the Sub-Acquirer;

(f)

ensure that sufficient funds are available at all times to enable a withdrawal of the full amount of the Custodial Funds at any time;

(g)

otherwise deal with the Custodial Funds in accordance with the instructions of the Acquirer;

(h)

keep detailed records for at least 7 years and provide daily statements to the Acquirer of amounts paid into and withdrawn from the Settlement Account, including a breakdown by Sub-Merchant;

(i)

provide all necessary assistance to the Acquirer in respect of any request for information or audit of any matter relating to the Settlement Account and/or Custodial Funds; and

(j)

comply with all applicable laws, regulations, directions and policies, and exercise due care and comply with its fiduciary duties, in respect of the Settlement Account and the holding of the Custodial Funds as contemplated in this Agreement, including ensuring all settlements to Sub-Merchants are processed within the timelines stipulated by the Central Bank of Sri Lanka, as well as ensuring compliance with any other applicable direction, circular or guideline of the Central Bank of Sri Lanka.

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4.6

The Bank shall ensure that final settlements to the Sub Merchants are processed within the

timelines stipulated by the Central Bank of Sri Lanka, except the Sub-Acquirer, at its discretion, may

hold funds due to suspicious / fraudulent/ disputed activities, in accordance with applicable

laws and/or Card scheme rules, for a reasonable period until such matter is resolved and provided notice that funds are being withheld is immediately notified to the Acquirer.

4.7

Bank shall review and approve the applications forwarded by the Acquirer for registration of Sub Merchants prior to registering as a Sub Merchant in the respective Internet

Payment Platform/Gateway and shall maintain a record of all Sub Merchants registered in the

Alipay+ Payment Gateway and QR Payment System.

4.8

The Bank shall monitor the operations of the Alipay+ Payment Gateway and QR Payment System and advise

the

Acquirer immediately of any technical issues or faults.

4.9

In respect of any approval that the Acquirer is required to obtain from the Sub-Acquirer in accordance with this Agreement, the Sub-Acquirer will diligently consider each such request and act reasonably and promptly without delay in determining whether to provide such approval.

5.

## SERVICE PROVIDER'S SOFTWARE

5.1

The parties acknowledge and agree that:

(a)

the Acquirer may develop and/or use computer software, programming, code and processes owned by the Acquirer, Acquirer Group Companies or licensed from a third party ("Acquirer's Software") in the performance of its obligations under this Agreement. In particular, the Service Provider may use its own PCI-compliant software and provide its own web front-end and merchant administration interface, each of which are Acquirer's Software;

(b)

the Acquirer may integrate its own Payment Transaction Internet Payment Platform/Gateway into the Sub Merchant's Website/s; and

(c)

such integration may require changes to the software, programming and/or computer code of the Acquirer's Software, which will automatically be owned by and form part of the Acquirer's Software.

5.2

Notwithstanding any such integration, the parties agree that the Acquirer's Software shall at all times be owned by Acquirer. Nothing in this Agreement shall be deemed to grant any rights, title or interest in or to the Acquirer's Software to the Sub-Acquirer.

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5.3

The Bank acknowledges that the Acquirer's Software forms valuable intellectual property and confidential trade secrets of the Acquirer. Accordingly, the Sub-Acquirer agrees

not to: (a) use or access the Acquirer's Software without the prior approval of the Acquirer; (b) disclose any information regarding the Acquirer's Software to any third party; or (c) make any claim that it has any right, title or interest in or to any part of

the Acquirer's Software.

6.

## WEBSITE REQUIREMENTS

6.1

The Acquirer shall require Sub Merchants to ensure their Websites comply with the following:

(a)

the Website/s contain a prominent notice stating that the Card payment transactions conducted with the Sub Merchants comply with SSL or other security conditions agreed between the parties, which notice shall also feature therein the relevant marks as required by the Sub-Acquirer to convey that the Website is a secure site;

(b)

the Website/s does not contain any name, trade name, trademark, logo or other symbol of the Sub-Acquirer unless specifically approved by the Sub-Acquirer in writing, however it

may include those permitted under Clause 3.5;

(c)

the Website/s shall not contain any materials that are of an illegal nature, or may be reasonably regarded as pornographic, defamatory or of scandalous character;

(d)

no gambling, prostitution, pornography or other activities of an illegal nature (except for duly licensed lucky draws) shall be carried out on the Website; and

(e)

any other reasonable request that the Sub-Acquirer may make from time to time as agreed by

the Acquirer.

6.2

The Acquirer will require that each Sub Merchant represents that it has and shall maintain (for so long as this Agreement is in force) all necessary powers, authorities and rights

(including without limitation any copyrights and other intellectual property rights) to lawfully

offer and provide the goods and/or services and services for the time being offered or provided

on the Website/s.

7.

## CASH PAYMENT, CURRENCY AND EQUIPMENT

7.1

The Acquirer will require the Sub Merchants to agree not to receive any cash payment from a Cardholder with respect to charges for goods and/or services included in a

## Payment

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Transaction without having completed the transaction processing procedures set out in this Agreement.

7.2

All Payment Transactions must be denominated on the Sub Merchant's Website/s in Sri Lankan Rupees/ US Dollars unless otherwise agreed in writing between the Sub-Acquirer and the Acquirer.

7.3

If the parties agree that the Sub-Acquirer will provide Equipment to Sub Merchants, the Sub-Acquirer will deliver the Equipment to Sub Merchants, whether directly or via the Acquirer, as the case may be, to the nominated delivery address promptly after a request is submitted by the Acquirer. The Acquirer will inform the Sub Merchant that the Equipment is provided on the basis that such Sub Merchant:

(a)

keep the Equipment safe in the Sub Merchant's custody and all Equipment shall be at their risk while on the Sub Merchant's premises;

(b)

take reasonable steps to not allow the Equipment (or any part thereof) to be used, without the Sub-Acquirer's prior written consent, in any place other than the premises in Sri

Lanka at which the Equipment was initially installed or in any way other than as contemplated in this Agreement;

(c)

take reasonable steps to not allow the Equipment (or any part thereof) to be copied, reproduced, amended, modified, reverse assembled, reverse compiled or disclosed to any unauthorised person in any manner without the Sub-Acquirer's prior written consent;

(d)

take reasonable steps to return any Equipment (and any reproductions or copies thereof) to the Sub-Acquirer and/or the Acquirer upon demand;

(e)

permit and assist any person authorised by the Sub-Acquirer, upon reasonable prior notice

being given, to enter the Sub Merchant's premises at any reasonable time to inspect, update or remove the Equipment (or any part thereof);

(f)

at all times maintain in good working order the Equipment and promptly report any damage or loss or theft of, the Equipment (or any part thereof) to the Sub-Acquirer immediately;

(g)

complies with the operating instructions, training materials and support services and other materials in relation to the Equipment as the Sub-Acquirer may provide from time to time;

(h)

acquires no title or any rights whatsoever in relation to the Equipment except that the Sub Merchant may use the Equipment for the purpose of effecting, handling and/or processing in accordance with this Agreement;

(i)

shall restrict access to the Equipment to its trained officers or employees who need such access to perform their duties and who shall comply with this Clause 7.3 and shall not at any given time allow access to any third party to use the Equipment other than a Customer as necessary for a Payment Transaction; and

(j)

shall take such steps as may be necessary to obtain and maintain appropriate Authorization and approvals to enable it to use the Equipment under the terms of any

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licence pursuant to which the Sub-Acquirer acquires the right to use the same, as advised by the Sub-Acquirer from time to time.

7.4

If the Acquirer permits Sub Merchants to accept Payment Transactions through hardware or technology other than Equipment ("Other Devices"), the Acquirer will inform the Sub Merchant that it must only do so on the basis that the Sub Merchant:

(a)

ensures that the Other Devices are acceptable to the Sub-Acquirer;

(b)

ensures that the extraction of data from Cards must be in the manner specified by the Bank (this may vary from time to time but the Sub-Acquirer will give prior notice of variation to the Sub Merchant);

(c)

ensures that the amount of the transaction and any further information (such as



cardholder number and data) which the Sub-Acquirer from time to time requires must be printed on a terminal receipt which should be in a form approved by the Sub-Acquirer;

(d)

ensures that the Other Devices, software technical standards and procedures for the electronic extraction, retention and transmission of data for the purposes of this Agreement must be approved by, or (as the case may be) in accordance with the requirements of the Sub-Acquirer;

(e)

for Card-Present Transactions, requires the Cardholder to sign the credit card slip/sales invoice recording the relevant sales, to the extent applicable;

(f)

for Card-Present Transactions, verifies the Customer's signature against the signature on the back of the Card to ascertain that they are the same;

(g)

for Card-Present Transactions, ensures there is no discrepancy between the embossed and displayed Card number before completing the transaction;

(h)

for Card-Present Transactions, deliver to the Customer a true and completed copy of the credit card slip; and

(i)

collect the daily transaction detail report for accounting purposes. The Bank's copy shall be matched by terminal number and then transaction sequence order together with the deposit summary.

8.

## TRANSACTION HANDLING

8.1

The Acquirer only use the Settlement Account to process Payment Transactions for the transactions of the Sub Merchant/s. The Acquirer must not sub-contract its right to process Payment Transactions granted under this Agreement to any third party outside of the

Acquirer Group Companies.

8.2

The Acquirer will not and will require that the Sub Merchant will not: (a) effect two or more Payment Transactions to avoid obtaining Authorization from the Sub-Acquirer; (b) effect two or more Payment Transactions to avoid having to obtain Authorization which would not otherwise have been given by the Sub-Acquirer. The Acquirer shall not effect a Payment

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Transaction when only a part of the amount due to the Sub Merchant from the Cardholder

is  
included as the transaction amount.

### 8.3

The Acquirer will require that the Sub Merchant comply with any rules, regulations, directives, guidelines, instructions and procedures which the Sub-Acquirer may from time to time

issue for the purpose of encryption or authentication of SSL or such other security conditions

agreed between the parties.

### 8.4

The Acquirer shall only adopt the security conditions matching with the electronic commerce indicator(s) as agreed with the Sub-Acquirer for handling and submitting any Payment

Transactions. The Acquirer shall obtain the prior consent of the Sub-Acquirer if it proposes to

change the security conditions and level of security used in relation to a Payment Transaction

(provided that unsecured transactions, being those with no security and no encryption, will not

be permitted).

## 9.

### SUBMISSION OF PAYMENT TRANSACTIONS AND REFUNDS VIA IPG

#### 9.1

The Acquirer shall only be entitled to submit Payment Transactions for processing hereunder on or after the Commencement Date.

#### 9.2

The Acquirer may submit Payment Transactions to the Sub-Acquirer for processing (as agreed

with the Sub-Acquirer) via;

(a)

the Alipay+ Payment Gateway and QR Payment System; or

(b)

a valid email,

in accordance with such operational guidelines as may be specified by the Sub-Acquirer from time to

time. Whatever the means of submission, the Acquirer shall submit a Payment

Transaction to the Sub-Acquirer for processing within seven (7) days after Authorization for such

transaction has been obtained. Once an Authorization has been received, the Sub-Acquirer agrees to

promptly (and in any case on a T+2 basis) process such Payment Transaction including making a payment equivalent to the value of such transaction (less the Sub-Acquirer's Discount and

other permitted deductions) into the Settlement Account.

### 9.3

All refunds for Card-Not-Present Transactions shall be processed online via the Sub-Acquirer's API

connection to their Alipay+ Payment Gateway and QR Payment System and the Sub-Acquirer's Host System/the IPG

Administration Module and refunds for Card-Present Transactions and LankaQR code Payment Transactions will be manually processed via email request of the Sub Merchant directly via the Acquirer to the Sub-Acquirer. The Acquirer shall require that for Card-Not-Present Transactions, the Sub Merchants shall not provide any direct cash refunds to the

Cardholder outside of the Alipay+ Payment Gateway and QR Payment System.

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### 9.4

(a)

If in respect of any Payment Transaction:

(i)

any goods and/or services are not received by the Sub Merchant Customer or are lawfully rejected or accepted for return;

(ii)

the transaction is not performed or cancelled;

(iii)

the price is disputed by the Cardholder or price adjustment is allowed, the Acquirer shall submit a refund transaction to the Sub-Acquirer through one of the means referred to in Clause 9.2 and in accordance with Clause 9.3.

(b)

The Acquirer must submit a refund transaction to the Sub-Acquirer within seven (7) days after the date a refund is agreed between the Sub Merchant and the Sub Merchant Customer. The Acquirer is required to refund the net proceeds (i.e. the total credit less the Acquirer's Discount) to the Sub-Acquirer forthwith.

The Acquirer shall only present a refund transaction to the Sub-Acquirer (i) in respect of a Payment Transaction that has been submitted to the Sub-Acquirer for payment and

(ii)

the amount of which does not exceed the amount of the related Payment Transaction.

### 9.5

By submitting a Payment Transaction to the Sub-Acquirer, the Acquirer confirms that the

Sub

Merchant has warranted and agreed:-

(a)

that all transaction details so submitted are, within the knowledge of the Sub Merchant, true and complete;

(b)

that the Sub Merchant has supplied, or will be required to supply, the goods and/or services to which such Payment Transaction relates and to the value stated therein and at a price not greater (and on terms not less favourable) than the price (and terms) at and on which such goods and/or services are supplied by the Sub Merchant for cash;

(c)

that no other Payment Transaction submission will be made in respect of the goods and/or services to which such Payment Transaction relates; and

(d)

that to its knowledge, the provision of credit for the supply of the goods and/or services to which such Payment Transaction relates is not unlawful;

9.6

In the event a Sub Merchant requires to process a refund, the Sub Merchant should contact the

Acquirer and request to process a refund transaction. The Acquirer should, prior to processing the refund, arrange the recovery of the refund amount either through the

future sale of the Sub Merchant or via some alternate arrangement. Upon processing the refund by the Acquirer:

i. The Bank will recover the refund amount from the Acquirer's commission amount during the daily settlement process.

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ii. The Acquirer may recover the refund amount through the Sub Merchant's current or future settlement proceeds, or via some alternate arrangement agreed with the Sub Merchant.

iii. In the event that the Acquirer's commission amount is insufficient to cover the refund amount, the Sub-Acquirer will debit the Acquirer's account maintained with the Sub-Acquirer for the due amount and simultaneously foreclose the debit balance.

iv. In the event (iii) is not feasible, the Sub-Acquirer will request the Acquirer to issue a payment draft for an amount communicated by the Sub-Acquirer, and enforce a manual foreclosure, or failing which, recover any due amounts from any collateral maintained by the Acquirer with due notice.

10.

## PAYMENT

### 10.1

Subject to Clause 9.2 and the other terms of this Agreement, the Sub-Acquirer shall promptly pay (and in any case on a T+2 basis) to the Acquirer the amount of each Payment Transaction submitted hereunder that is accepted by the Sub-Acquirer in accordance with this Agreement, less the Bank's Discount for such Payment Transaction.

### 10.2

Net payments of Payment Transactions shall be made by the Sub-Acquirer by bank transfer to the Settlement Account.

### 10.3

Payment by a party shall be without prejudice to any claims or rights which such party may have against the other party and shall not constitute any admission by the paying party as to the performance by the other party of its obligations under this Agreement and the amount payable to such other party.

### 10.4

Where:-

(a)

an amount of refund is due to any Sub Merchant Customer pursuant to the refund procedure set out in Clause 9; and/or

(b)

a payment amount is due to the Sub-Acquirer pursuant to Clause 10; and/or

(c)

an over-payment has been made to the Acquirer by the Sub-Acquirer due to mathematical errors or otherwise; and/or

(d)

an amount of interest is charged by the Sub-Acquirer on the amount of any refund transaction which is not submitted through the Alipay+ Payment Gateway and QR Payment System as required under this Agreement within the period referred to in Clause 9.4(b) or paid in full as required under Clause 9.4, such interest to be calculated at the rate then currently charged to Sub Merchant Customers in respect of their indebtedness from the due date until the date of payment (as well after as before any demand made or judgement obtained) (the last day of the said period being the due date for the purpose of the

calculation of such interest); and/or

(e)

one or more other sums are due from or payable by the Acquirer to the Sub-Acquirer in connection with Payment Transactions hereunder, (such refund,

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reimbursement, over-payment, interest and/or other sum are collectively referred to as the “outstanding amount”), the Sub-Acquirer may set-off against or deduct from the Settlement Account, such outstanding amounts, in whole or part.

11.

### CHARGEBACKS

The Bank shall be entitled, in accordance with any applicable Card scheme rules, at any time

to refuse total or partial payment to the Acquirer in respect of a Payment Transaction or, if payment has been made, to seek reimbursement from the Acquirer through the refund process, notwithstanding any Authorization and/or Authorization Code numbers given

by the Sub-Acquirer to the Acquirer, in the event that:

(i)

the Sub Merchant has not complied with the applicable Authorization procedures for SSL or for other agreed security conditions in respect of a Payment Transaction;

(ii)

the Payment Transaction was not submitted for processing within the time period specified in Clause 9.2 or is not submitted in accordance with this Agreement; or

(iii)

the Sub Merchant Customer disputes the transaction or the Sub-Acquirer on reasonable grounds suspects the transaction to be fraudulent.

(iv)

for Card-Present Transactions:

A.

the Cardholder’s signature is missing when signature is required;

B.

the Cardholder's signature on the sales slip or credit card slip or any other document required to be signed by the Cardholder/Customer in relation to the transaction is a forgery or the Cardholder's signature on the credit card slip or the document does not match the signature on the Card used for the transaction;

C.

the copy of the sales slip or terminal receipt or any other document required to be signed by the Customer in relation to the transaction presented to the Sub-Acquirer

or retained by the Sub Merchant is incompatible with any copy provided to the Customer;

D.

Cardholder's account number is found to be omitted, incomplete or invalid, or Cardholder's account number is not imprinted;

E.

the Card presented to the Sub Merchant in respect of the Transaction has been altered or had not yet become valid or had expired at the time of the Payment Transaction; or

F.

the sales slip or credit card slip or any part thereof is illegible, incomplete or unsigned or not prepared or completed or submitted in accordance with this Agreement.

12.

## DISCOUNT RATES AND OTHER CHARGES

12.1

The Bank's Discount will be:

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(a)

(Domestic Cards) in relation to Payment Transactions performed using Cards issued in Sri Lanka, [.....]% of the value of each Payment Transaction;

(b)

(International Cards) in relation to Payment Transactions performed using Cards issued outside of Sri Lanka, [.....]% of the value of each Payment Transaction;

(c)

(DFCC issued LankaQR) in relation to LankaQR code Payment Transactions which are processed using the LankaQR Customer's bank account which is not held with the Sub-Acquirer, [.....]% of the value of each Payment Transaction plus the "LCPL Fee" as

mandated by the Central Bank of Sri Lanka in Circular No. 02 of 2019 or any circular which updates, amends or replaces such circular; and

(d)

(Non-DFCC issued LankaQR) in relation to LankaQR code Payment Transactions which are processed using the LankaQR Customer's bank account which is held with the Sub-Acquirer, [.....]% of the value of each Payment Transaction plus the "LCPL Fee" as

mandated by the Central Bank of Sri Lanka in Circular No. 02 of 2019 or any circular which updates, amends or replaces such circular,

or such other amounts as may be agreed by mutual agreement in writing of the parties

from  
time to time.

#### 12.2

The Acquirer's Discount rate may be determined by the Acquirer in its sole discretion. The Acquirer may deduct, withhold, pay or transfer any amount to satisfy the Acquirer's entitlement to the Acquirer's Discount from a Payment Transaction, including from the Settlement Account or Sub Merchant's bank account, and

transfer such amount to the c or any other bank account of the Acquirer

#### 12.3

The Bank may impose fees or charges (including charges for handling excessive chargeback claims) provided there are reasonable grounds for such imposition and the Sub-Acquirer has provided

not less than 60 days' notice in writing to the Acquirer.

#### 13.

##### BREACH OF AGREEMENT

Without prejudice to Clause 9.4 and the Sub-Acquirer's right to terminate this Agreement under

Clause 21, in the event of suspected breach by the Acquirer, the Sub-Acquirer will provide

written notice to the Acquirer to remedy such breach. If such breach is not remedied within 30 business days, the Sub-Acquirer may terminate this Agreement by giving sixty (60) days'

written notice to the Acquirer.

#### 14.

##### EVIDENCE AND TRANSACTION RECORDS

#### 14.1

The Acquirer will, promptly at the Sub-Acquirer's reasonable request (and whether or not the

same is disputed by the Sub Merchant Customer) request the Sub Merchant produce (and the

Acquirer will forward) to the Sub-Acquirer evidence satisfactory to the Sub-Acquirer of why the Sub

Merchant Customer's Card or bank account (as the case may be) should be debited with any

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Payment Transaction amount and (but without prejudice to the foregoing) will require Sub



Merchants to retain all documents and records relating to each Payment Transaction (including without limitation a copy of the record referred to in Clause 14.3) for a period of not less than one year thereafter in the event the Sub-Acquirer requests that such evidence be produced to the Sub-Acquirer.

#### 14.2

The Acquirer shall provide such reasonable assistance as is within its ability, means and control, for the prevention and detection of fraud in respect of any Payment Transaction as the Sub-Acquirer may from time to time request.

#### 14.3

In respect of a Card-Not-Present Payment Transaction, the Acquirer will require the Sub Merchant to provide to the Cardholder a record of the Payment Transaction (by electronic means, surface mail or other generally acceptable methods acceptable) and such record shall include:

- (a) the Sub Merchants' URL or on-line address;
- (b) a list of any restrictions on returns or refunds;
- (c) a description of goods and/or services supplied;
- (d) the name of the Sub Merchant and, if the supplier of goods and/or services is not the Sub Merchant, the supplier;
- (e) the transaction amount and currency;
- (f) the Authorization Code and the date of obtaining the same;
- (g) the the Sub Merchants's delivery policy and any related restrictions, provided that, if such record is sent by electronic means, it must not contain the full Card and/or account data.

#### 15.

##### CHANGE OF PARTICULARS

The Acquirer shall upon request from the Sub-Acquirer, request the Sub Merchant to provide to Acquirer for passing onto the Sub-Acquirer, information regarding any substantive

change  
to the information submitted in accordance with Clause 3.4(b).

16.

#### DISCLAIMER

(a)

A party shall not be under any liability to the other party for: (i) indirect losses, including consequential losses, loss of profit or otherwise, for any suspension, interruption, error or failure in any computer systems, software or internet availability required (including the Alipay+ Payment Gateway and QR Payment System and Bank's

Host System) for performing or processing Payment Transactions (or in any part thereof) except where such suspension, interruption, error or failure arises as a result of the such party's gross negligence or wilful default; or (ii) direct losses, except

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where such suspension, interruption, error or failure arises as a result of an act, omission, negligence or default of such party.

(b)

A party shall not be under any liability to the other party for any honest error carried out in connection with this Agreement, except where such error is as a result of the Bank's gross negligence and wilful default of such party.

(c)

Except as expressly provided to the contrary in this Agreement or in any Authorization granted to the Acquirer in connection with the Authorization, on Facilities, all terms, conditions, warranties, undertakings inducements or representations whether express, implied, statutory or otherwise (including without limitation any terms about merchantability or satisfactory quality or fitness for any particular purpose) relating in any way to the Authorization System or the Authorization Facilities are excluded.

(d)

Notwithstanding anything in this Clause 16, the Sub-Acquirer represents, warrants and undertakes at all times during the term of this Agreement:

(i)

it is duly incorporated in Sri Lanka and authorised to perform its obligations under this Agreement;

(ii)

it holds and will continue to hold all necessary licences, permits and approvals to perform its obligations under this Agreement;

(iii)

it is in compliance with all applicable laws, regulations and government

directions and policies, including banking laws, consumer protection laws, data protection laws, competition laws, anti-money laundering laws and anti-corruption laws; and

(iv)

nothing in its constitutional documents or any law, regulation or agreement conflicts with this Agreement or prevents the Sub-Acquirer from entering into and performing this Agreement.

(e)

Notwithstanding anything else in this Agreement, neither party will be liable for delay or non-performance of its obligations due to Force Majeure. Force Majeure means floods, strikes, fire, civil commotion, acts of terrorism, pandemics, riots, government regulations / legislative requirements and any other event of force majeure, which prevents the affected party from performing its obligations under this Agreement. In the event of either party being prevented or delayed from carrying out its obligations hereunder due to Force Majeure, the affected party shall immediately notify the other party of the commencement of such event of Force Majeure, upon which its obligations under this Agreement will be suspended. Upon the termination of such event of Force Majeure (which shall be notified by the affected party to the other) this Agreement shall continue.

Provided however, that an event of Force

Majeure results in this Agreement being suspended, frustrated by the performance of obligations hereunder being rendered impossible or by such event of Force Majeure continuing, over a period of at least 60 days, resulting in the other party's objective in entering into this Agreement being defeated, the party not affected by the event of

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Force Majeure, may with written notice to the affected party, terminate this Agreement with 30 days written notice.

17.

## INDEMNITY

17.1

The Acquirer will indemnify the Sub-Acquirer on demand in respect of any actions, claims, costs, damages, demands, expenses, losses and liabilities as determined by a court of competent jurisdiction made against, suffered or incurred by the Sub-Acquirer arising directly from or in connection with:

(a)

any failure by the Acquirer to comply with the provisions of this Agreement; and/or

(b)

the Acquirer's security failure, corruption or illegal act of collusion.

17.2

The Bank shall indemnify the Acquirer and each of the Acquirer Group Companies in respect of any actions, claims, costs, damages, demands, expenses, losses and liabilities (including reasonable attorney fees) arising from any breach of this Agreement, any representation or warranty provided by the Sub-Acquirer under this Agreement being untrue or incorrect, or in connection with the gross negligence or wilful misconduct of the Sub-Acquirer.

17.3

In relation to any claim relating to a matter referred to in Clause 17.1 where the Sub-Acquirer and the Acquirer are joint defendants, the Sub-Acquirer will be entitled to have full conduct of (and be responsible for all costs of) all proceedings and negotiations, except any final settlement or compromise, which shall be prior approved by the Acquirer. Acquirer will provide reasonable assistance in connection with any such claim that the Sub-Acquirer may require.

18.

#### LIMITATION OF LIABILITY

Notwithstanding anything in this Agreement, the Acquirer's liability under this Agreement is limited to the aggregate of all the Acquirer's Discounts paid to the Acquirer under this Agreement.

19.

#### CONFIDENTIALITY

19.1

To the extent the Acquirer has access to Cardholder data, the Acquirer shall not, and shall put processes in place to ensure that the Acquirer's or the Sub Merchant/s' officers, employees or agents (including without limitation any Processor) shall not, unless compelled by law or with the prior written consent of the Sub-Acquirer:

(a)

sell, purchase, provide, exchange or disclose information of a Cardholder or his Payment Transactions (howsoever obtained and in whatever form the information shall take) to, from or with any third party (other than to the Sub-Acquirer or Service

Provider's or Sub Merchant's agents for the sole purpose of assisting the Sub-Acquirer or

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Acquirer or Sub Merchant to complete or enforce the Payment Transactions and the Sub-Acquirer or Acquirer's or Sub Merchant's insurers and professional advisers); or

(b)

request or use such information (including any Card account number) for any purpose that the Acquirer or Sub Merchant (as the case may be) knows or should have reasonably known to be fraudulent or for any purpose that the Cardholder did not authorise.

19.2

The Acquirer shall keep strictly confidential all information received from the Sub-Acquirer in

connection with the business of the Sub-Acquirer, matters relating to Authorizations or this Agreement

and will disclose the same only to those of its staff or those of the Acquirer Group Companies who require information for the purpose of processing Payment Transactions or

otherwise carrying out the Acquirer's obligations hereunder. The Acquirer shall not, and shall procure that the Acquirer's officers, employees or agents (including without limitation any Processor) shall not, without the prior written consent of the Sub-Acquirer, use

or disclose such information (howsoever obtained and in whatsoever form) to any third party

(other than to the Acquirer Group Companies and agents for the sole purpose of assisting the Acquirer to complete or enforce the Payment Transactions and Service Provider's insurers and professional advisers) unless such disclosure is compelled by law, regulation, stock exchange or government authority.

19.3

The Acquirer shall use reasonable endeavours (including implementing processes) to ensure Cardholder information provided to it is kept secure, shall exercise reasonable care

when processing Payment Transactions and papers relating thereto and agrees that it will not

process Payment Transactions and/or such papers in any manner which may facilitate fraud or

forgery relating to a Card.

19.4

Without prejudice to the other provisions of this Clause 19, the Acquirer shall comply

with any data security requirements which may be imposed or recommended by Card scheme

rules and communicated in writing to the Acquirer by reasonable notice.

19.5

The Bank shall keep strictly confidential all information received from the Sub-Acquirer in connection

with the business of the Acquirer and the Acquirer Group Companies, including Acquirer's Software, agreements with Sub Merchant and any information relating to any Sub Merchant obtained by the Sub-Acquirer in connection with this Agreement or a

Payment Transaction, and will disclose the same only to those of its staff or those of the Acquirer Group Companies, Visa, Mastercard who require information for the purpose of processing Payment Transactions. The Bank shall not, and shall procure that the Sub-Acquirer's

officers, employees or agents (including without limitation any Processor) shall not, without

the prior written consent of the Acquirer, use or disclose such information (howsoever obtained and in whatsoever form) to any third party (other than to the Sub-Acquirer's affiliates and

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agents for the sole purpose of assisting the Sub-Acquirer to complete or enforce the Payment

Transactions and the Sub-Acquirer's insurers and professional advisers such as legal counsel and

auditors) unless such disclosure is compelled by law, regulation, stock exchange or government authority.

20.

## AUDIT AND INSPECTION

20.1

Each party shall be authorized to conduct audit checks (including attending offices or other

premises) on the other party's books and other records which have a connection to the matters

which are the subject of this Agreement. Such audit may take place no more than twice a year

and provided reasonable notice is provided. Attendance at any offices or premises where book

or records are maintained, must be during normal office hours, i.e. Monday to Friday 8.30 to

17.00 hours and with prior arrangement.

21.

## EFFECTIVE DATE AND TERMINATION

21.1

This Agreement shall take effect from the Effective Date.

21.2

This Agreement be terminated:

(a) by the Acquirer giving to the Sub-Acquirer at least ninety (90) days' prior notice in writing;

or

(b) by the Sub-Acquirer giving to the Acquirer at least ninety (90) days' prior notice in writing,

without prejudice in either case to the due completion and payment in respect of all Payment

Transactions processed and accepted by the Sub-Acquirer on or before the termination date.

21.3

Upon termination, the Acquirer shall:

(a)

return to the Sub-Acquirer all related documentation;

(b)

present to the Sub-Acquirer all Payment Transactions completed on the date of termination or

within 7 days of the termination;

(c)

to the extent it relates to usage permitted under this Agreement, remove all Card scheme symbols and names in promotion materials and transaction related papers or forms including from the Acquirer's Website and demand the same removal by Sub Merchants from their Websites;

(d)

subject to Clauses 8.4, 9.4 and 10, unless otherwise agreed by the Sub-Acquirer, in respect of

Payment Transactions completed on the date of or within 7 days of the termination, the parties' obligations under this Agreement relating to payments and refunds in respect of Payment Transactions, including the Sub-Acquirer's right to set-off against or deduct from the Settlement Account any outstanding amounts as permitted under

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Clause 10.4, will survive for one hundred and eighty (180) days from the date of the relevant Payment Transaction. Where any refund claimed by the Sub-Acquirer exceeds

the  
amount due to the Acquirer, the Sub-Acquirer shall request and the Acquirer  
shall procure payment to the Sub-Acquirer of such net refund amount.

#### 21.4

Any termination shall not affect any liabilities incurred prior to the termination nor any  
provision expressed or intended to survive, or to be effective on, termination. In  
particular,  
but without prejudice to the foregoing, Clauses 9.4, 10.4, 11, 14, 18, 19 and this Clause  
shall  
remain in full force and effect notwithstanding termination.

#### 22.

##### GENERAL

#### 22.1

##### No Assignment

The Acquirer enters into this Agreement for the benefit of it and each of the Acquirer  
Group Companies. All rights accruing to the Acquirer under this Agreement shall also  
accrue to  
the Acquirer Group Companies. The Bank acknowledges and agrees that the Acquirer's  
obligations may be performed by Acquirer Group Companies. Except as provided for in  
this  
Agreement, neither party may subcontract any obligations under this Agreement nor  
assign, charge or  
otherwise deal with any rights or obligations under this Agreement except to an affiliate  
or with the  
prior written consent of the other party.

#### 22.2

##### Entire Agreement; No Amendment

This Agreement contains the entire agreement and understanding between the parties  
with respect to  
the subject matter of this Agreement and supersedes all prior agreements and  
understandings (whether  
verbal or written) between the parties of such matter. No amendment or variation to this  
Agreement  
may be made unless made in writing and executed by the parties.

#### 22.3

##### No waiver

No action or failure to act on the part of any party is to be regarded as a waiver of such  
party's rights  
under this Agreement. Any waiver of rights must be in writing.

#### 22.4



#### Severability

To the extent any part or provision of this Agreement is deemed to be illegal, unenforceable or void, such part or provision will be deemed to be severed from this Agreement, without prejudice to the rest of this Agreement which shall remain in full force and effect.

#### 22.5

##### Notices

All notices may be sent by hand or courier to the last known address of a party, or by email to the last known email address of a party, which are as of the Effective Date:

Bank:

Address :

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Tel. No.:

Email:

Attention :

Acquirer:

Notices are deemed to be received on the date, if by mail, such notice was dispatched or if by email, such notice was sent by the sender.

#### 22.6

##### Governing Law and Arbitration

This Agreement is governed by the laws of the Republic of Sri Lanka.

Any dispute, controversy,

difference or claim arising out of or in relation to this Agreement must be settled amicably by the

parties. If parties fail to resolve the Dispute amicably the Dispute may be referred by either party for

resolution to arbitration to the exclusion of all other forums, the result of which shall be final and

binding on the parties. Any such arbitration will be administered by the Sri Lanka National Arbitration

Centre ("SLNAC") under the UNCITRAL Rules then in force. The seat of the arbitration will be Sri

Lanka and the law of this arbitration clause shall be Sri Lankan. The arbitration tribunal will comprise

one arbitrator, who is experienced in international payments disputes, jointly selected by the parties and

failing agreement by the parties on such joint selection, by SLNAC. The language of the arbitration shall be English. Any such arbitration must permit the holding of the tribunal proceeding virtually by video conference.

22.7

#### Interpretation

In this Agreement:

(a)

the singular includes the plural and visa versa;

(b)

a person includes any legal entity including a body corporate;

(c)

the party includes the party's executors, administrators, successors and permitted assigns;

(d)

a law, statute, regulation or provision of a statute or regulation ("Statutory Provision") includes all amended or re-enacted Statutory Provisions from time to time, all replacement

Statutory Provisions and any other statutory instruments made or issued under that Statutory

Provision;

(e)

all payments made under this Agreement will be made in the lawful currency of Sri Lanka

("LKR") or the lawful currency of the United States of America ("USD");

(f)

where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;

(g)

the words "include" , "including" , "for example" or "such as" are not used as, nor are they to

be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar

kind;

(h)

headings do not form part of this Agreement, however any schedule or appendix does form

part of this Agreement;

Address : No. 12, Second Lane, Beddagana Road, Pita Kotte 10100 Sri Lanka

Tel. No.: 076 706 5000  
Email: admin@boswingroup.com  
Email: prasad@boswin.lk  
Attention : Dona Ranjuna

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(i)

a provision of this Agreement must not be construed to the disadvantage of a party merely

because that party prepared or drafted the Agreement; and

(j)

if an act must be done on a specific day which is a Saturday, Sunday or any other day which is

a public holiday in Sri Lanka, then it must be done instead on the next day business day.

22.8

#### Counterparts and Execution

This Agreement may be signed in counterparts, each of which when executed and delivered shall be an

original, but all the counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have set their hands hereunto and to one other of the

same tenor and date in the manner hereinafter set out

Signed

by

.....

the

duly

authorised

Witness

1.

.....

(.....)

2.

.....

(.....)

Witness

1.

.....

(.....)

2.

.....

(.....)

duly authorised representative of

the

by

Signed

representative of **SUB-ACQUIRER** on ....., ..... at Colombo.

**BOSWIN CONSULTANCY AND INVESTMENT (PRIVATE) LIMITED** on .....,

..... at Colombo.