

# **CONTRACT FOR PROVIDING WEBSITE SOLUTION FOR E-DIRECTORY SERVICES**

**to**



**THAIS LANKA ADVERTISING AND MANAGEMENT**



**ModularFour Solutions (Pvt.) Limited**

**Private and Confidential**

# CONTRACT FOR PROVIDING WEBSITE SOLUTION FOR E-DIRECTORY SERVICES

**CONTRACT NUMBER: WEB/ITHIN/18/02/0001**

**DATE: 01<sup>st</sup> Feb 2018**

**THIS CONTRACT** made and entered into at Colombo on this 1<sup>st</sup> day of February, Two Thousand and Eighteen by and between **THAIS LANKA ADVERTISING & MANAGEMENT**. A company duly incorporated under the laws of Sri Lanka and having its registered office at "865/6/1, Obawatta, Heiyanthuduwa, Sri Lanka." (Hereinafter referred to as "**THAIS LANKA**." which term shall where the context so requires mean and include the said **THAIS LANKA ADVERTISING & MANAGEMENT**. successors and assigns) of the One Part, and **MODULAR4 SOLUTIONS (PRIVATE) LIMITED** a Company duly incorporated under the laws of Sri Lanka and having its registered office at No. 472, Kohalwila Road, Gonawala, Kelaniya, Sri Lanka (hereinafter referred to as "**MODULAR4 SOLUTIONS**" which term shall where the context so requires mean and include the said Modular4 Solutions (Private) Limited, its successors and permitted assigns) of the Other Part

**WHEREAS** Modular4 Solutions is carrying on the business of developing and supplying of computer based software

**AND WHEREAS** at the request of **THAIS LANKA**, Modular4 Solutions has agreed to implement "Web Site with Name Call ithin.lk" (hereinafter referred to as the "**ithin.lk**").

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:

## 1. SCOPE OF AGREEMENT

- 1.1. The scope of this Agreement shall be for Modular4 Solutions to successfully implement "**ithin.lk** Web Site" for **THAIS LANKA**. More fully described herein, as per the terms and conditions herein stipulated.
- 1.2. Modular4 shall bare the initial cost for the following items
  - 1.2.1. Developing the Web Site
  - 1.2.2. Hosting of ithin.lk
  - 1.2.3. Re-newal of the ithin.lk domain

## 2. PAYMENT TERMS

Payment terms

- 12.5% - on New Agreement of **THAIS LANKA**
- 5% - on Re-new Agreement of **THAIS LANKA**

## 3. OBLIGATIONS OF Modular4 SOLUTIONS

- 3.1. Modular4 Solutions shall assign a dedicated group of skilled personnel for carrying out the tasks hereunder. The team shall be headed by a Senior

Project Leader who shall be the Project Coordinator/Manager. There will be required technical and functional implementers in the team.

- 3.2. **THAIS LANKA** Does not have any rights to sell or to market the **ithin.lk** Solution provided by Modular4 Solution
- 3.3. **Modular4** shall send the invoice to **THAIS LANKA** for the past Month stipulating the sum of New Agreement and the Re-New Agreement on or before 1<sup>st</sup> of each month.
- 3.4. **Modular4** shall incur cost of work depending on their cost of the project and invoice to **THAIS LANKA** when, **THAIS LANKA** terminate the agreement
- 3.5. **Modular4** shall train relevant personnel of **THAIS LANKA ADVERTISING & MANAGEMENT**. as to the satisfaction to enable them to carry out successful operations of the delivered system. Modular4 Solutions shall provide necessary training facilities on:
  - i) Systems administration training
  - ii) User training will be done at site during implementation.

#### **4. OBLIGATIONS OF THAIS LANKA.**

- 4.1. **THAIS LANKA**. shall not infringe any intellectual property rights pertaining to the **ithin.lk** web site.
- 4.2. **MODULAR4**. shall not have right to market similar website to any other competitor
- 4.3. **THAIS LANKA**. shall draft and hand over the payment cheque/cash on or before 10<sup>th</sup> of each month for the invoice sent by modular4 for the last month.
- 4.4. **THAIS LANKA**. shall Re-New the Agreement with Modular4 for each year. The agreement validity will be one year from the date of signing the agreement.

#### **5. TERMINATION**

- 5.1. Either Party may terminate this Agreement if the other Party breaches any of the terms herein contained and not cured within thirty (30) days of written notice of the said breach by the non-defaulting Party to the defaulting Party, unless such time period allowed for curing of the breach is further extended by mutual agreement.

#### **6. ARBITRATION**

In the event of any breach or non-observance by any party of the terms and conditions contained in this agreement and in the event of any dispute, difference or question or matter which may from time to time and at any time hereafter arise or occur between the parties in relation to or in

respect of this agreement or any provision, matter or thing contained herein or the subject matter hereof, or the operation, interpretation or construction hereof or any clause hereof including all disputes that may arise after the termination, such matters may, notwithstanding the remedies available under this agreement or in law be submitted to Arbitration by a sole arbitrator to be appointed by the parties or if such appointment is not practicable, by two arbitrators one to be appointed by each party and an additional Arbitrator to be appointed by the two Arbitrators and if either party refuses to appoint an arbitrator, by the sole Arbitrator appointed by the other party. The arbitration shall be held in Colombo and the relevant provisions of the Arbitration Act No 11 of 1995 or any amendment thereof shall govern and be applicable to such arbitration.

## 7. NOTICE

Any notice or other information required or authorized by this Agreement to be given by either Party to the other may be given by hand with due acknowledgement or sent (by registered post, telex, facsimile transmission or comparable means of communication) to the other Party to the respective addresses herein mentioned, or to such other address written notice of which has been given.

**IN WITNESS WHEREOF ModularFour Solutions (Pvt.) Limited and THAIS LANKA ADVERTISING & MANAGEMENT.** have affixed their respective Common Seals hereto and to one other of the same tenure and date as these presents on the date, month and year in the beginning hereof written.

## AUTHORISED SIGNATORIES:

### THAIS LANKA ADVERTISING & MANAGEMENT.

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Name : .....

Designation : .....

Date : .....

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Name:.....

Designation :.....

Date : .....

Witness (1) : .....

Name : .....

Date : .....

**ModularFour Solutions (Private) Limited**



Name : Mahinda Jayakody

Designation : Project Director

Date : 01/02/2018

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Name:.....

Designation : .....

Date : .....

Witness (1) : .....

Name : .....

Date : .....