

AGREEMENT

Providing Online Payment Receiving Facility to Divisional Secretariat Musali through LankaPay's Government Digital Payment Platform

This Agreement is made and entered into at Jaffna on this 18th of September 2025, (hereinafter referred to as the **Effective Date**) by and between;

LANKAPAY (PRIVATE) LIMITED a company duly incorporated under the Companies Act No. 07 of 2007 under company registration No. PV 7551 and having its registered office at "The Zenith", No. 161/A, Dharmapala Mawatha, Colombo 07 (hereinafter referred to as the "**LPPL**" which term shall where the context so requires mean and include the said LankaPay (Private) Limited, its successors and permitted assigns) of the One Part,

AND

DIVISIONAL SECRETARIAT MUSALI a body of the Government of Sri Lanka and having its principal office at, Main street Chilawathurai and Divisional Secretary acting on behalf of the **DIVISIONAL SECRETARIAT MUSALI** (hereinafter referred to as the "**DS Musali**" which term shall where the context so requires mean and include the said to Divisional Secretariat Musali, its successors and permitted assigns) of the Other Part.

DS Musali and LPPL shall be individually referred to as the "**Party**" and collectively referred to as the "**Parties**" hereto.

WHEREAS LPPL functions as the national retail payment infrastructure operator for licensed commercial banks and other participants authorized and regulated by the Central Bank of Sri Lanka (CBSL). LPPL operates the LankaPay Online Payment Platform (**LPOPP**), which is an online payment platform approved by CBSL, that facilitates individuals and business entities to make payments from their Current Accounts or Savings Accounts (CASA) on a real time basis when obtaining services from institutions that are on boarded to LPOPP;

AND WHEREAS to connect Government Institutions which do not have the required IT systems to connect to LPOPP, a customized version of the platform has been introduced as Government Digital Payment Platform (hereinafter referred to as **GDPP**). LPPL and DS Musali are now desirous of partnering to make use of GDPP, to enable individuals and business entities to make online payments from their Current or Savings Accounts via GDPP and thereby promoting digital payments in Sri Lanka as a national endeavor for the benefit of the public, while making it convenient for individuals and business entities to obtain online payment services, subject to the terms and conditions set forth below;

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

1. SCOPE OF THIS AGREEMENT

- 1.1. The scope of this Agreement shall be to provide an online payment receiving facility via GDPP to DS Musali and thereby provide the convenience of paying for the services offered by DS Musali using the Current or Savings Accounts of individuals and business entities, online and real-time, on a 24x7x365 basis.

2. RIGHTS AND OBLIGATIONS OF LPPL

- 2.1. LPPL shall provide the online payment receiving facility for the services offered by the DS Musali via GDPP.
- 2.2. LPPL shall provide an interface for the DS Musali to view the online payments made via GDPP.
- 2.3. LPPL shall have the right to restrict the processing of any transactions between banks, individuals and business entities in relation to the payments made to the DS Musali or to suspend the processing of transactions, as may be instructed by the CBSL.
- 2.4. LPPL shall ensure the confidentiality of the information provided by the DS Musali.
- 2.5. LPPL shall transmit the information provided by the individuals and business entities who obtain services from the DS Musali and the beneficiary bank of the DS Musali on 'as is' basis.
- 2.6. LPPL makes no warranty, express or implied, regarding the accuracy or completeness of the information so transmitted through GDPP in whole or in part, regardless of the form and LPPL shall assume no liability whatsoever. LPPL shall not be liable for any transaction executed based on the information so transmitted.
- 2.7. LPPL shall ensure that unauthorized access (hacking, traffic generating, sniffing etc.) and other activities that effect change/damage or corrupt the networks of all parties and institutions connected to GDPP are prevented.
- 2.8. LPPL shall ensure that all payment transactions processed through the GDPP are secure, adhere to industry best practices, and are in accordance with relevant

statutory provisions and rules and regulations relating to payments issued by the CBSL and the Government.

- 2.9. LPPL shall ensure compliance with any regulations, rules and instructions that may be issued by the CBSL regarding the implementation and adoption of the GDPP by DS Musali.

3. RIGHTS AND OBLIGATIONS OF DS MUSALI

- 3.1. DS Musali shall use its hardware/equipment/connectivity and required software for purposes of inquiring about the online payments made via GDPP to DS Musali.
- 3.2. DS Musali shall ensure the confidentiality of the information provided by GDPP.
- 3.3. DS Musali shall accurately reconcile payments on a daily basis to ensure the completeness of the records and ensure that any errors or discrepancies that occur in this regard are promptly reported to LPPL.
- 3.4. DS Musali shall put in place required network protection to ensure that the security of the GDPP is not compromised in any manner.
- 3.5. DS Musali shall conform and observe all security features required including any instructions issued by LPPL in writing and ensure that any act/s or omission/s do not threaten or cause prejudice to the security of the overall GDPP system or any part thereof, or to the security of the system of LPPL or any bank connected thereto.
- 3.6. DS Musali shall ensure that unauthorized access (hacking, traffic generating, sniffing etc.) and other activities that effect change/damage or corrupt the networks of all parties and institutions connected to GDPP are prevented.
- 3.7. DS Musali shall provide the information required by LPPL and recognize GDPP as the payment platform to facilitate the said scope.
- 3.8. DS Musali is obligated to adhere to the rules, regulations, directions, circulars or guidelines issued by the Government and promptly inform LPPL of any relevant legislations that could impact its participation in GDPP.
- 3.9. DS Musali acknowledges the CBSL as the regulator of the country's payment systems and that the GDPP operates with the approval of the CBSL, and shall adhere to any guidelines or directions issued by the CBSL concerning the GDPP.

4. MUTUAL COVENANTS BY THE PARTIES

The Parties hereby agree that;

- 4.1. LPPL and DS Musali recognize the need for the fullest collaboration and co-operation at all levels to discharge their respective functions and in order to successfully integrate GDPP, to the extent permitted by law.
 - 4.2. LPPL and the DS Musali to follow the guidelines issued by the CBSL for the implementation GDPP with the aim of streamlining the payment process for improving citizen convenience.
 - 4.3. When a matter is not dealt with explicitly in this Agreement, it is expected that the Parties hereto shall discuss the matter while keeping the CBSL informed of the same and strive to resolve it quickly in accordance with the principles established by this Agreement. The CBSL approval shall be sought for steps taken to resolve such a matter and Parties undertake the obligations and rights of the resolution upon receiving CBSL's approval for the resolution.
 - 4.4. LPPL and DS Musali agree that in the event of any inconsistency between the provisions of this Agreement, any regulation, rule, direction, or circular issued by the CBSL or the government, and any law established by the government, regardless of any variations, modifications, or alterations made by the CBSL or the government over time, such law, regulation, rule, direction, or circular shall take precedence over and supersede any provisions of this Agreement. LPPL and DS Musali shall undertake all necessary steps to ensure compliance with the law, regulation, rule, direction, or circular issued by the CBSL.
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- #### **5. FEES**
- 5.1. There are no funding arrangements or costs involved with respect to implementation of this Agreement.
 - 5.2. For avoidance of doubt, there shall be no transaction fees paid directly to LPPL by DS Musali.
 - 5.3. Each transaction effected through GDPP incurs a standard transaction fee applicable for LPOPP which shall be borne by the customer of the DS Musali.

6. DURATION, TERMINATION AND EFFECTS OF TERMINATION

- 6.1. This Agreement shall be effective from the date hereof unless terminated as provided herein.
- 6.2. Either party shall be entitled to terminate this agreement, subject to the conditions herein whereas LPPL terminating the agreement it shall obtain prior approval of CBSL.
- 6.3. If DS Musali requires to terminate this Agreement, it shall inform LPPL of its intention to terminate and LPPL shall then communicate to CBSL for approval of such termination.
- 6.4. The CBSL shall approve DS Musali to terminate the agreement after considering the impact on the payment system of Sri Lanka and to the public including any payment service providers.
- 6.5. This Agreement may be terminated by mutual written consent of both Parties, with the prior approval of the CBSL for termination obtained as specified in clause 6.2, 6.3 and 6.4 above.
- 6.6. Either Party shall be entitled to terminate this Agreement with immediate effect, with the prior approval of the CBSL obtained as specified in clause 6.2, 6.3 and 6.4 with notice in writing in the event of a breach of any term herein (with a copy to the other Party), unless same is rectified within thirty (30) days of notice to the Party in breach/default requiring the said breach to be so rectified.
- 6.7. Either Party shall be entitled to terminate this Agreement with the approval of CBSL obtained as specified above in Clause 6.2, 6.3 and 6.4 in the event one Party is declared insolvent or bankrupt, having ceased to carry out its business or ceased to exist and as required by law, CBSL or government policy.
- 6.8. Termination of this Agreement shall not in any event affect any rights or liabilities of the Parties accrued to them as at the date of termination. For the avoidance of doubt, it is hereby agreed between the Parties that the termination of this Agreement shall be done with the express concurrence of the CBSL so as to ensure alternative arrangements for the smooth and effective continuity of online payments to DS Musali.
- 6.9. Upon receiving the termination notice, LPPL shall immediately cease providing of facility via GDPP.

- 6.10. Exercise of any right by either Party hereunder shall not prejudice that Party's right to exercise any other right, or to terminate this Agreement.

7. INDEMNITY AND LIMITATION OF LIABILITY

- 7.1. Each party shall indemnify the other party against any direct damage caused due to errors, omissions, viruses and other defects in any part of its system and/or any part of its network that may be transmitted via GDPP.
- 7.2. Neither Party shall be liable to the other Party or any of its customers/individuals or any third party for any loss of profits, contracts, goodwill or anticipated savings, or for wasted expenditure, unless the same is directly attributable to an act or omission of the party in default, or for any indirect, special or consequential loss or damages, which arises out of or in connection with this Agreement.
- 7.3. LPPL shall not be liable to DS Musali or to any third party for non-execution of transactions as a result of any delay caused by an act/s or omission/s of any bank or any third party which is beyond the control of LPPL.
- 7.4. The parties hereby acknowledge that LPPL's role is to facilitate the GDPP as part of the LPOPP system, and DS Musali shall bear responsibility for the usage of the application and details provided to GDPP by their respective Users.

8. GENERAL TERMS

- 8.1. **Transfer and Assignment** - Neither Party shall transfer or assign this Agreement to any third party without the prior written approval of the other Party and CBSL.
- 8.2. **Intellectual Property Rights** - Intellectual property rights relating to the GDPP and LPOPP systems are owned by LPPL and shall remain with LPPL.
- 8.3. **Entire Agreement** - This Agreement constitutes the complete agreement between the Parties hereto. Any addition, amendment or modification hereto shall be valid and effective only if done in writing signed by the duly authorized representatives of the Parties hereto.
- 8.4. **Waiver** - The failure by either Party to this Agreement to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement hereof at any time. Further, no

waiver of any term or condition in this Agreement by either Party shall be deemed subsequent waiver of that term or waiver of any other term or condition.

- 8.5. **Force Majeure** - Neither Party hereto shall be deemed to be in default of any provisions hereof for any delay, failure in performance or interruption of services resulting directly or indirectly from an act of God or military authority, acts of public enemy, civil disturbance, acts of war - whether declared or not, accident, fire, explosion, earthquake, flood or any other natural disaster or any other event beyond the reasonable control of any Party (hereinafter referred to as "Force Majeure Events"), provided the Party facing such Force Majeure Event shall within 24 hours issue a notice in writing to the other Party (a "Force Majeure Notice") detailing the occurrence of such Force Majeure Event and its anticipated effect upon the performance of the Agreement. As appropriate the Force Majeure Notice shall also state any extension of time that is required by such Party and the details of any alternative method sought by such Party to fulfill its contractual obligations under this Agreement and additional cost, if any, involved in such alternate method.
- 8.6. **Severability** - In the event any provision of this Agreement including those relating to any limitations of liability or limitation on warranties is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- 8.7. **Applicable Law** - This Agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka.
- 8.8. **Settlement of Disputes** - If any dispute or difference whatsoever arises between the Parties concerning matters relating to this Agreement or any provision thereof, the Parties herein shall use their best endeavours to resolve the dispute or difference amicably. Failing amicable resolution of such dispute or difference by the Parties hereto within a period of 30 days, the dispute or difference shall be referred to CBSL for advice relating to resolution. If the Parties are unable to resolve the dispute within a period of 30 days of referring the dispute to CBSL, it shall be finally resolved in accordance with the provisions of the Arbitration Act No. 11 of 1995 of Sri Lanka. The seat of Arbitration shall be Colombo, Sri Lanka.
- 8.9. **Notice** - Any notice or other information required or authorized by this Agreement to be given by one Party to the other may be given by hand (duly acknowledged) or sent by registered post, facsimile transmission, electronic mail (or comparable means of communication) to the other Party addressed given herein, or to such other address written notice of which has been given.

To LPPL:

Address : "The Zenith", No. 161/A, Dharmapala Mawatha, Colombo 07
Attention : Chief Executive Officer
Email : ceo@lankapay.net
Telephone : +94 112356900

To DS Musali:

Address : Divisional Secretariat, Main Street Chilawathurai
Attention : Divisional Secretary
Email : dsmusali@yahoo.com
Telephone : 023-2051660
Facsimile : 023-2051694

- 8.10. **Confidentiality** - Each Party agrees that it shall keep confidential and shall not publish or otherwise disclose and shall not use for any purpose other than to carry out the scope herein any information, irrespective of the form or medium disclosed to it by the other Party pursuant to this Agreement, except to the extent that the receiving party can demonstrate by competent evidence that specific confidential information; (i) was already known to the receiving party, other than under an obligation of confidentiality, at the time of disclosure by the other Party, (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving party, (iii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving party in breach of this Agreement, (iv) was disclosed as per an order of the competent court and as provided in law, and (v) was independently discovered or developed by the receiving party without the use of confidential information belonging to the disclosing party. The parties shall agree that the obligations arising out of this clause would prevail even after the termination of this Agreement.
- 8.11. **Relationship** - The Parties acknowledge and agree that each Party is an independent party and not the agent or representative of the other Party hereto for any purpose whatsoever and that no Party has authority to enter into any contract, assume any obligations or give any warranties or representations on behalf of the other Party hereto. Nothing in this Agreement shall be construed to create a relationship of partner, joint ventures, employer-employee or any other similar relationship between the Parties.

- 8.12. **Warranty of Authority-** Parties hereby warrant that they have full capacity in law and otherwise to enter into this Agreement and to carry out obligations/services hereunder, and that there is nothing legally or otherwise prohibiting them from doing so. All Parties hereto represent and warrant to each other that the signatories of all Parties are entitled to sign on behalf of the respective Parties and the rights and obligations of all Parties shall be legally valid and binding and enforceable on all Parties.

(Signature page follows)

IN WITNESS WHEREOF the duly authorized officers of both parties hereto have placed their signatures on the date herein with each party retaining one fully executed original.

For and on behalf of LANKAPAY (PRIVATE) LIMITED

.....
Channa de Silva
Chief Executive Officer
(Digitally signed)

Witness:

.....
(Digitally signed)
Name:
NIC No:

For and on behalf of DIVISIONAL SECRETARIAT MUSALI

.....
Name : S. Rajiev
Designation : Divisional Secretary
S. RAJIEV
Divisional Secretary
Divisional Secretariat
Musali

Witness:

.....
Name : J.M. Hussain
NIC No : 8010331054

THIS AGREEMENT IS APPROVED BY THE CENTRAL BANK OF SRI LANKA FOR USE WITHOUT ANY MODIFICATION TO ITS TERMS AND CONDITIONS.