

## 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 18<sup>th</sup> 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. 71 of 2003, and a company registered in No. PV 7553 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 ~~branch of the Government of Sri Lanka~~ <sup>branch of the Government of Sri Lanka</sup> having its principal office at ~~Malim street Chirawatnural~~ <sup>Malim street Chirawatnural</sup> 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

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 LPPL;

systems to connect to LPPL, a customized version of the platform has been introduced

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.

## 2.2 The model of

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 its system is secure and free from any unauthorized access (including but not limited to hacking, etc.) and other activities that effect change/damage or corrupt the networks of all parties and institutions connected to the GDPP as required.

- 3.7. DS Musali shall provide the information required by LPPL and recognize GDPP as the payment platform to facilitate its business.

- 3.8. DS Musali shall comply with the 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 DS Musali shall follow the guidelines set by the C&A in the

implementation of GDPP with the aim of streamlining the payment process for improving client convenience.

- 4.3. When a matter is not dealt with explicitly in this Agreement, it is expected that the Parties involved shall discuss the matter while keeping the C&A informed of the same and strive to resolve it jointly in accordance with the principles established by this Agreement. The C&A approval shall be sought in case of any dispute.

L by DS

Musali.

There shall be no transaction fees charged directly to LPP

pplicable

- 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

(with a copy to CBSL)

6.10. Exercise of any right by either Party hereunder shall not prejudice that Party's right to exercise any other right provided in this Agreement.

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.

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 from the acts of God, war, terrorism, civil unrest, or acts of public

performance of the Agreement. As appropriate, the Party who is affected shall 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 costs, 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 to the Parties may be given by hand (duly acknowledged) or sent by registered mail. Written notice of which has been given.

To LPPL:

Address

: "The Zenith", No. 161/A, Dharmapala Mawatha, Colombo 15

Attention

: Chief Executive Officer

Parties

agreement, except to the extent that it

agreement.

### 8.11. Relationship - The Parties acknowledge



8.12. **Warranty of Authority.** Parties hereto 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

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