

**AGREEMENT TO INTERGRATE WITH LANKASIGN DIGITAL CERTIFICATES API  
(Application Programming Interface) FOR THIRD PARTIES**

This agreement is entered into by and between LankaPay (Private) Limited (hereinafter called and referred to as LPPL, its successors and permitted assigns of the one part; and the Contractor whose name appears in the jurat hereof its successors and permitted assigns of the other part.

This Agreement shall be effective on the same date when the last Party signed in the jurat hereof at Colombo in the Democratic Socialist Republic of Sri Lanka. (The “effective date”)

**Contractor** and LPPL may individually be referred to as “Party” collectively referred to as the Parties hereto.

**AND WHEREAS** the Parties are now desirous of entering into this Agreement for the purpose of mobile signing integration of LankaSign digital certificate in accordance with 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. Term and Termination**

- i. This Agreement shall be effective from the date hereof and be in full force and effect until terminated as stated hereof.
- ii. Either party may terminate this Agreement with immediate effect if the other Party commits a breach of any of the terms of this Agreement and is not cured within seven (07) days of 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.
- iii. LPPL may terminate this Agreement with immediate effect for any delay in performance of the obligations of Contractor.
- iv. Termination of this Agreement shall not prejudice any rights and liabilities of the Parties already accrued at the date of termination.

- v. Exercise of any right of either Party hereunder shall not prejudice its right to terminate this Agreement or to exercise any other right thereunder.
- vi. Either party may terminate this Agreement with immediate effect on written notice:
  - a. if an order of winding up of the other party is made by a Court of competent jurisdiction or if the other party ceases or threatens to cease to carry on its business;
  - b. if a receiver, administrator or similar officer is appointed over all or any part of the assets or undertaking of the other party;
  - c. if the other party makes any arrangement or compromise for the benefit of its creditors; or
  - d. if the other party goes into liquidation save for the purposes of a genuine amalgamation or reconstruction.

## **2. Consequences Of Termination**

- i. If termination is due to a breach by LPPL all fees up to the point of termination shall be payable and any other fees shall cease to be payable.
- ii. Termination of this Agreement will not in any event affect any rights or liabilities of the parties accrued to them as at the date of termination.
- iii. 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.

## **3. Payment Terms**

- i. The prices shall be as per Annex 1 hereto and the prices are subject to change from time to time as decided by LPPL. LPPL communicates the price changes via a letter which is a part of the agreement.
- ii. Price revisions if any shall be communicated via a separate letter which shall form part and parcel of this Agreement.

- iii. In the event any changes or amendments to any government taxes currently in force and/or if there is an imposition of a new tax is introduced, the Parties shall follow the provisions of such law unless otherwise a written amendment to this Agreement is effected, such change or imposition of new taxes will be effective as per the effective dates mentioned in such law.
- iv. Failure to settle due amounts within 14 days subject to the above may result in the suspension of service and penalties which shall be stated in the invoice on delayed payments.

At the time of the contractor signing the agreement, the contractor shall sign a direct debit application with respect to payments and LPPL will draw down the funds from the contractor's account on the due date.

#### **4. Responsibilities And Obligations**

##### **i. Obligations of LPPL**

- a. Issuance of digital certificates based on request by the Contractor
- b. Ensure the availability of certificate validation services

##### **ii. Obligations of Contractor**

- a. Overall management of the application/solution which is integrated with LankaSign including all aspects of customer management and support
- b. Ensure the relevant personnel involved in solution implementation, support and troubleshooting have the required PKI knowledge and previous experience as a critical pre-requisite. In the event, required PKI knowledge and previous experience is lacking, such should be fulfilled as a pre-requisite in consultation with LPPL.
- c. Ensure application owners and developers to read, thoroughly understand and implement the functions outlined in the API integration guide (MID-Member Interface Document) as a critical and mandatory requirement.
- d. Each new release of MID includes critical updates and where applicable all application owners and developers should do necessary updates accordingly and ensure the application is fully compliant with the latest release of the said MID.

- e. Ensure all parties involved are aware that LankaPay does not provide any development or coding support and will only help developers with troubleshooting support where required with the understanding that they're fully aware of and had followed instructions included in MID and said personnel possess the required PKI knowledge.
- a. Ensure the relevant application and platform for which LankaSign digital certificates are issued, is kept fully up to date and bug fixes and updates are deployed as and when required.
- b. Enable monitoring and logging of issued certificate count per month & related certificate details
- c. Ensure an uptime of 99.9% for the solution
- d. Ensure terms and conditions of the LankaSign Subscriber Agreement is adhered to and PKI principles are understood and followed
- e. Ensure adherence to branding guidelines when using LankaSign/LankaPay name or logos. All LankaSign API integrated apps in both UAT and live environments should state "Powered by LankaSign" as per specified branding guidelines.
- f. Where LankaSign digital certificate based signing and other signing methods can be chosen as options, it should be clearly stated and visible to the end user. The certificate is only issued based on the information passed. Inclusion of person identification information in the form of National Identity Card number or Passport number or Driving License number & device identification is mandatory information that should be included in the certificate requests.
- g. The contractor shall ensure that system being integrated with LankaSign API will be subjected to certification to ensure compliance with MID and it's only upon receiving the certificate of compliance, the said system will be permitted for live operations.
- h. The contractor shall ensure that updates, upgrades, new releases, etc to the system does not violate the certification criteria for which certificate of compliance is received and significant changes are subjected to re-certification by LPPL.
- i. The contractor shall ensure adherence to CBSL Guidelines on Minimum Compliance Standard for Payment Related Mobile Applications and ensure the certificate is transmitted, stored and discarded securely.

- j. All LankaSign certificate issuances are subjected to manual validation. The contractor shall inform their customer accordingly and direct customers to the said validation system/portal.
- k. The contractor shall register each app separately with LPPL and ensure the issued certificate can be used only by the particular registered app. An issued digital certificate cannot be shared between multiple apps under any circumstance.

Standard public instances of the application and any customized nested instances of the standard app are considered different apps. All of above criteria is applicable for both the said instances.

#### **I. Discontinuation of Service**

Prior discontinuation of service/mobile application connected to LPPL, the Contractor should ensure that the discontinuation is agreed with LPPL and existing customers are duly informed about the suspension and they are either migrated to a different mobile application or compensated where applicable. All measures must be taken to ensure that a suspension of the mobile application does not result in reputation damage to LPPL or the LankaPay product line. All related outstanding payments must be settled prior to requesting discontinuation of service/mobile application.

Any request on discontinuation of service/mobile application should be communicated in writing not less than three months before such event specifying the reason for the discontinuation along with the steps taken to ensure a smooth migration to LankaPay.

### **6. Miscellaneous**

- i No 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, pandemics - 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 the Agreement and additional cost, if any, involved in such alternate method.

- ii Contractor shall not transfer or assign this Agreement to any other party without the prior written approval of the LPPL.
- iii. This Agreement and the Annexes mentioned below and attached hereto constitute 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 Subject to clause 3.ii hereto.

Annex 1 - Price Schedule

- iv. The failure by either Party to the Agreement to exercise or enforce any right conferred by the 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.
- v. 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.
- vi. Contractor shall indemnify LPPL against any and all liabilities, losses, costs, damages and expenses which LPPL may sustain by reason of a breach committed by Contractor or any third Parties the Contractor may work with of the terms herein.
- vii. This Agreement shall be governed by the laws of the Democratic Socialist Republic of Sri Lanka.
  - a. 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 endeavors to resolve the dispute or difference amicably.
  - b. Failing amicable resolution of such dispute or difference by the parties hereto within a period of thirty (30) days) or a mutually extended period, the dispute or difference shall then be finally resolved by arbitration by a

sole Arbitrator or in the event the Parties hereto cannot agree to the appointment of a sole Arbitrator by a panel of three Arbitrators at Colombo as per the Arbitration Act No. 11 of 1995 of Sri Lanka. The decision of the Arbitrators shall be final and conclusive.

- c. The cost of such Arbitration shall be met by the parties hereto together on a pro-rate basis or singly in accordance with the recommendation of the Arbitrator or Arbitrators.
  
- viii. Any notice or other information required or authorized by this Agreement to be given by either party to the other party shall be given by hand with due acknowledgement or sent by courier, registered post to the respective addresses mentioned hereto. The notice shall be deemed to be delivered within seven days of such delivery.
  
- ix. **Confidentiality:** Other than as may be required to be disclosed pursuant to any applicable law, the Parties undertake that the Confidential Information shall be treated as confidential and shall not disclose the confidential Information to any Person without the prior written approval of the other Party. Provided, however, that Parties may disclose the Confidential Information to its employees and professional advisors strictly on a need-to-know basis or as necessary or appropriate in connection with the execution and performance of this Agreement, provided, further, that each such Person to whom the confidentiality obligations hereof shall survive the, revocation or expiration of the Certificate.
  
- x. Contractor hereby warrants that it has 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 it from doing so. Both parties hereto represent and warrant to each other that the signatories of both parties are entitled to sign on behalf of the respective parties and the rights and obligations of both parties shall be legally valid and binding and enforceable on both parties.
  
- xi. **Warranty of Authority:** The Parties and their signatories hereto warrant that the Parties are duly incorporated in the territory mentioned in the recitals herein, that they have full legal capacity to enter into this Agreement, that the signatories hereto are duly authorized to sign this Agreement on behalf of the Parties and that this Agreement shall be binding on the Parties.

**(Signature page follows)**

**IN WITNESS WHEREOF** the Parties hereto have set their hands hereto as herein blow with each Party retaining one fully executed Agreement.

**For and on behalf of**

**For and on behalf of**

**Company Name:**

**Company Name:** LankaClear (Private) Limited

**Company Address:**

**Company Address:** Level 18, Bank of Ceylon Head Office, "BOC Square", No. 01, Bank of Ceylon Mw, Colombo 01

**Company Reg. No:**

**Company Reg. No.** PV 7551

.....

**Name:**

.....

**Name:** Channa de Silva

**Designation:**

**Designation:** General Manager/CEO

**Date:**

**(Digitally signed)**

Company seal

Company seal (Digitally placed)

Witness:

Witness:

.....

**Name:**

.....

**Name:**

**NIC No:**

**NIC No:**

**(Digitally signed)**

**(Digitally signed)**

### **Annex 1**

1. One-time certification fee of Rupees Two Hundred and Fifty Thousand (Rs.250,000.00) (Excluding taxes).

In case of a re-certification, the full certification fee above will be charged from the participant. A re-certification is required if the initial certification is expired after 60 days or an any changes made to the Participant Interface and/or configurations which will have an impact to the certified interface.

2. A minimum commitment of 100 certificates to be sold by the contractor annually. If the contractor does not sell 100 certificates per year, a service fee to be charged from the contractor equivalent to the shortfall of the committed minimum certificate revenue, based on the per certificate fee of LKR2,000. If the contractor has sold more than 100 certificates per year, there will not be any service fee charged from the contractor.
3. For the issuance of digital certificates, LPPL will bill the end user directly. All other payments, such as service fees on shortfall sales and LPPL penalties, must be made by the Contractor within fourteen (14) days of receipt of an invoice.