

SERVICE LEVEL AGREEMENT

THIS AGREEMENT is made and entered into by and between:

- (1) **LANKA FINANCIAL SERVICES BUREAU LIMITED**, a company duly incorporated under the laws of Sri Lanka bearing registration number PB 3003 whose registered office is at Level 8, Ceylinco House, No. 69 Janadhipathi Mawatha, Colombo 10 ('LFSB') and
- (2) **PAN ASIA BANKING CORPORATION PLC** a company duly incorporated under the laws of Sri Lanka bearing registration number PQ 48 whose registered office is at No. 450, Galle Road, Colombo 03 ('the User')

(All of whom shall hereinafter be referred to as 'the Parties')

WHEREAS

- A. LFSB is engaged in *inter alia* the provision of facilities management services to one or more SWIFT Users including the operation of a SWIFT interface for prime connection to the network and/or for disaster recovery.
- B. LFSB is a registered Service Bureau with the Society for Worldwide Interbank Financial Telecommunication (S.W.I.F.T) for connection to SWIFT and to access services provided by SWIFT on behalf of the Users.
- C. LFSB has agreed to provide the aforementioned services to the User and LFSB and the User wish to record their agreement on the basis on which the Services will be provided in the future.

NOW IT IS AGREED as follows:

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- 1.1 '**Acceptance Date**' means the date on which the Services are accepted by the User;
- 1.2 '**Authorised User**' means a User approved by S.W.I.F.T SCRL at Avenue Adele, 1-1310 La Hulpe, Belgium
- 1.3 '**Delivery Date**' means the commencement of Services specified in SCHEDULE B or such extended date as may be agreed by the User;
- 1.4 '**Documentation**' means the Service Bureau Policy, technical literature and all other related materials in eye-readable form supplied to the User by LFSB for aiding the use and application of the Services;

- 1.5 **‘Fee’** means the fee paid by the User as more fully described in clause 3 for the provision of Services provided under this Agreement as specified in SCHEDULE A;
- 1.4 **‘Location’** means the main site and the disaster recovery site where equipment is to be installed as specified by LFSB from time to time and as listed in SCHEDULE C;
- 1.7 **‘Service Bureau Policy’** means the policies recommended by SWIFT to be adopted by a User as described in Schedule E;
- 1.8 **‘Services’** means the following:
- (i) facilities management and/or data processing services including the operation of a SWIFT interface for prime connection to the network and/or for disaster recovery.
 - (ii) providing necessary information and technical assistance in relation to Services provided in (i) above and administration services at a specified fee to be notified as and when the services are provided.
- 1.9 **‘Specification’** means the specification of the Services describing the facilities and functions thereof, a copy of which is annexed to this Agreement as SCHEDULE D;

2. TERM

The Services shall be provided on the Delivery Date and shall commence on the Acceptance Date. The Services shall continue until terminated in accordance with any of the provisions of CLAUSE 10 or any other clause of this Agreement.

3. PAYMENT

- 3.1 The User shall be invoiced according to the Fee specified in SCHEDULE A and the invoice shall be settled by the User within seven [7] working days after the receipt by the User of an invoice from LFSB therefor. The aforesaid Fee shall be revised annually by LFSB and notified to the User.
- 3.2 The Fee and other charges payable under this Agreement are exclusive of any applicable Value Added Tax and other sales tax which shall be payable by the User at the rate and in the manner prescribed by law against submission of a valid tax invoice.
- 3.3 Any charges payable by the User under this Agreement in addition to the Fee shall be paid within seven [7] working days after the receipt by the User of an invoice from LFSB therefor.
- 3.4 LFSB shall have the right to charge interest on overdue invoices at the inter bank borrowing rate, calculated from the date when the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.

4. OBLIGATIONS OF THE USER

The User shall:

- 4.1 ensure that the security features to access the SWIFT subsystem remains under its control so as to restrict access to authorized Users.
- 4.2 not act in a manner which could result in LFSB being in breach of its obligations and responsibilities towards SWIFT.
- 4.3 accept full responsibility for messages sent or received in the name of the User through LFSB.
- 4.4 recognise that delivery of a message to a SWIFT interface operated by LFSB is deemed to equate to delivery of that message to the User.
- 4.5 acknowledge that LFSB acts only as a custodian for cryptographic secrets (e.g. SWIFT Net private keys) and will manage such cryptographic secrets and maintain them under the control of the User.
- 4.6 bear the loss incurred by a communications failure on the part of the User.
- 4.7 indemnify LFSB for any losses or damages claimed by SWIFT resulting from failure of the User to comply with the policies of LFSB.
- 4.8 make all payments in accordance with Clause 3 hereof.
- 4.9 use all commercially reasonable efforts to:
 - notify LFSB support centre promptly of problems relating to the provision of the Services;
 - co-operate with and assist LFSB in identifying, investigating and resolving any such problem and, in particular, follow any guidelines or other directions in force given in the Service Bureau Policy;
 - promptly correct any problem if it is the User's responsibility to do so, and notify LFSB when it has been resolved;
 - respond correctly and promptly to any recovery/fallback procedures initiated, or actions requested by, LFSB to eliminate a problem relating to the provision of the Services, and revert to normal operation conditions when the problem is resolved;
 - notify LFSB promptly if the User becomes aware of any breach or attempted breach of security which could affect the confidentiality, integrity or availability of the Services of LFSB or of any unauthorized use of the Services; and

- mitigate any loss or damage that may arise in connection with the provision of the Services.
- 4.10 seek all necessary or advisable consents and authorizations to ensure that no laws, regulations or third-party rights are violated, including the Banking Act No. 30 of 1988 (as amended) (including the regulations made there under), the Prevention of Money Laundering Act No. 5 of 2006 and the Consumer Affairs Authority Act No. 9 of 2003.

5. OBLIGATIONS AND RIGHTS OF LFSB

LFSB shall:

- 5.1 use all commercially reasonable efforts to provide the Services as specified in clause 1.8 including delivery of a message received by it promptly to the User.
- 5.2 ensure that LFSB will act only on behalf of the Users to use SWIFT services and not allow non SWIFT users to connect or otherwise use a SWIFT interface. LFSB shall also ensure that it is protected against unauthorized physical and logical access.
- 5.3 maintain a systems process which is complete, accurate, timely and authorized and which can be updated when required in a manner that continues to provide for security.
- 5.4 Ensure that the connection to LFSB will not diminish the security of the systems of a User.
- 5.5 As far as practicable maintain security standards which are similar to those adopted by the User for message confidentiality, integrity and systems availability in order to minimise the potential impact of an operational failure of LFSB.
- 5.6 Ensure that LFSB does not act in a way contrary to the User's obligations and responsibilities towards SWIFT (if any) and other Users.
- 5.7 act only on behalf of the User in establishing a connection to SWIFT to access any of the SWIFT Services and shall not send or receive traffic through the SWIFT network for the purposes of LFSB.
- 5.8 not disclose any information relating to SWIFT operations without the prior written consent of the User which may include but are not limited to the following:
 - (i) contents of data passing through the SWIFT system
 - (ii) SWIFT technical documentation

(III) SWIFT security tokens and SWIFT network information

- 5.9 Ensure that the interface used by LFSB to access the SWIFT network is qualified and capable of supporting all features of the services provided by SWIFT
- 5.10 not subcontract any obligation specified in the Service Bureau Policy to any third party contrary to such policy.
- 5.11 ensure activation of a connection access to SWIFT for disaster recovery purposes
- 5.12 maintain access to the SWIFT products and/or services necessary to ensure the connection of the User to the SWIFT network according to the Service Bureau Policy of SWIFT
- 5.13 ensure that traffic data stored locally or in transit is segregated and protected against modification.
- 5.14 ensure that cryptographic secrets for each User are kept secretly and are segregated.
- 5.15 (i) have the right to suspend the provision of Services at any time in whole or in part during downtime windows announced by SWIFT at www.swift.com to perform or allow routine maintenance of the Services provided
- (ii) have the right to suspend the provision of Services after provision of notice of at least three (3) working days, at any time in whole or in part in the event that LFSB needs to upgrade or change the provision of Services.
- (iii) LFSB may suspend the provision of Services at any time in whole or in part after provision of notice of forty eight (48) hours, if LFSB reasonably determines, based on evidence available, that the access to or use of the Services by the User has adversely affected, or may adversely affect, the security, reliability, and/or resiliency of the Services or LFSB's reputation, brand or goodwill.

6. MUTUAL OBLIGATIONS OF THE PARTIES

- 6.1 The parties shall ensure that communication links between LFSB and SWIFT are encrypted.
- 6.2 The parties shall mutually agree on any proposed change management process.
- 6.3 The parties shall use their best endeavors to ensure that traffic is authenticated and protected against modification by a mechanism such as MAC (Message Authenticated Code) based on a shared secret key or such other mechanism as the parties may agree upon.
- 6.4 The parties agree that neither party will contest the validity of electronic signatures used, or electronic documents exchanged, in connection with the subscription or use of the SWIFT services.
- 6.5 The parties agree to be bound by and follow the General Terms, Conditions and

Guidelines of SWIFT as specified in SCHEDULE E hereto and amendments to such General Terms, Conditions and Guidelines issued by SWIFT as published in SWIFT GENERAL TERMS AND GUIDELINES at www.swift.com and any other website as may be specified from SWIFT from time to time.

- 6.6 The parties shall co-operate in conducting periodic testing of the Services.
- 6.7 The parties shall ensure that LFSB sends an annual confirmation that it is in compliance with the SWIFT Service Bureau Rules and Guidelines specified in SCHEDULE E hereto and any amendments to the Service Bureau Rules and Guidelines as published by SWIFT at www.swift.com and any other website as maybe specified by SWIFT from time to time.
- 6.8 The parties shall release a signed copy of this Agreement to the auditors appointed by SWIFT for the purposes of an annual audit.
- 6.9 Each Party shall inform the other of any dangers or potential problems in the provision of the Services.
- 6.10 The parties shall co-operate to comply with the Service Bureau Policy.

7. WARRANTIES

- 7.1 LFSB shall provide the Services using care and skill consistent with good industry practice.
- 7.2 Unless it has notified the User otherwise in writing, LFSB warrants that it is not aware that the access to or use of any of the LFSB Services by the User as permitted by LFSB infringes the intellectual property rights of any third party.
- 7.3 Without prejudice to any other provision of this agreement, no warranty is given by LFSB that the Services shall be uninterrupted or error free, or that all defects will be corrected, provided however that LFSB shall take all reasonable measures to rectify the defects to the extent possible within a reasonable time.
- 7.4 Subject to the foregoing, and except to the extent prohibited by applicable law, LFSB does not give and specifically excludes and disclaims any warranty of any kind, whether express or implied, statutory or otherwise, with respect to the provision of the LFSB Services and, including (without limitation) any warranty as to the condition, quality, performance, merchantability or fitness for purpose of the services or any part of them.

8. LIABILITY

- 8.1 LFSB shall during the term of this Agreement maintain insurance cover with an insurance company of repute for the following:
 - (i) professional negligence in respect of its liabilities arising out of or in

connection with this Agreement. The total liability of LFSB under such cover to be limited to a value of Rupees One Million (Rs. 1,000,000/-) per event per user and in aggregate a maximum of Rupees Three Million (Rs. 3,000,000/-) per User per annum. The aggregate value per annum for all Users shall be Rupees Sixty Million (Rs. 60,000,000/-). If the aforesaid amount of Rupees Sixty Million (Rs. 60,000,000/-) is fully utilised during the period of insurance, this will be reinstated up to a maximum of Rupees Twenty Million (Rs.20, 000,000/-).

- (ii) direct damage to tangible property caused by the negligence of its employees in connection with the performance of their duties hereunder pursuant to this Agreement. The total liability of LFSB under such cover shall be limited to Rupees Five Million (Rs. 5,000,000/-) per annum.

LFSB shall on request supply copies of the relevant policy of insurance to the User as evidence that such policies remain in force. LFSB undertakes to use reasonable commercial efforts to pursue claims if any, under such insurance policies.

- 8.2 LFSB shall indemnify the User for personal injury or death caused by the negligence of its employees in connection with the performance of their duties pursuant to this Agreement.
- 8.3 Save in respect of claims for death or personal injury arising from the negligence of LFSB, in no event will LFSB be liable for any damages resulting from loss of data or use, loss of profits, loss of anticipated savings, nor for any damages that are an indirect or secondary consequence of any act or omission of LFSB whether such damages were reasonably foreseeable or actually foreseen.
- 8.4 Except as provided above in the case of personal injury and death the maximum liability of LFSB to the User under this Agreement or otherwise for any cause whatsoever (whether in the form of the additional cost of remedial services or otherwise) will be for direct costs and damages only and will be limited to the sum for which LFSB carries comprehensive insurance cover pursuant to CLAUSE 8.1 above; or
- 8.5 Except to the extent expressly provided otherwise in this Agreement, LFSB shall bear no liability (whether arising under contract, delict or otherwise) for:
 - any indirect, special or consequential loss of any kind nor for punitive damages;
 - or
 - loss of business or profit, revenue, anticipated savings, contracts, loss of or corruption to data, loss of use, loss of goodwill, interruption of business or claims of other parties against the User or other similar pecuniary loss howsoever arising, even if LFSB has been advised of their possibility.
- 8.6 The parties hereby acknowledge and agree that the limitations contained in this CLAUSE 8 are reasonable in light of all the circumstances.
- 8.7 The User's statutory rights as a consumer (if any) are not affected. All liability that

is not expressly assumed in this Agreement is hereby excluded. These limitations will apply regardless of the form of action, whether under statute, in contract or tort including negligence or any other form of action. Nothing in this Agreement shall exclude or limit liability for fraudulent misrepresentation.

9. CONFIDENTIAL INFORMATION

- 9.1 Both parties to this Agreement undertake, except as provided below, to treat as confidential and keep secret all information marked 'confidential' or which may reasonably be supposed to be confidential, including, without limitation, information contained or embodied in messages transmitted, (in this Agreement collectively referred to as 'the Information') with the same degree of care as it employs with regard to its own confidential information of a like nature and in any event in accordance with best current commercial security practices, provided that, this Clause shall not extend to any information which was rightfully in the possession of either party prior to the commencement of the negotiations leading to this Agreement or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause).
- 9.2 Both parties shall not without the prior written consent of the other party divulge any part of the Information to any person except:
- 9.2.1 to their own employees and then only to those employees who need to know the same;
- 9.2.2 to either parties' auditors, Commissioner General of Inland Revenue, Sri Lanka Customs, a court of competent jurisdiction, governmental body or applicable regulatory authority and any other persons or bodies having a right duty or obligation to know the business of the other party and then only in pursuance of such right duty or obligation;
- 9.2.3 any person who is for the time being appointed by either party to maintain equipment on which the Services are for the time being used (in accordance with the terms of the Licence) and then only to the extent necessary to enable such person to properly maintain equipment.
- 9.3 Both parties undertake to ensure that persons and bodies referred to in CLAUSE 9.2 are made aware prior to the disclosure of any part of the Information that the same is confidential and that they owe a duty of confidence to the other party.
- 9.4 Each party to this Agreement shall promptly notify the other party if it becomes aware of any breach of confidence by any person to whom it divulges all or any part of the Information and shall give the other party all reasonable assistance in connection with any proceedings which the other party may institute against such person for breach of confidence.
- 9.5 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of this Agreement.

10. TERMINATION

10.1 The User may terminate the Services in the following instances:

10.1.1 at any time by giving at least three [3] months prior written notice to LFSB.

10.1.2 If LFSB commits any material breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within [30] days after the receipt of a request in writing from User to do so, to remedy the breach (such request to contain a warning of the intention of the User to terminate)

10.2 LFSB may discontinue the provision of Services forthwith on giving notice in writing to the User if:

10.2.1 the User does not fulfil its payment obligations specified in CLAUSE 3;

10.2.2 the User commits any material breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within [30] days after the receipt of a request in writing from LFSB to do so, to remedy the breach (such request to contain a warning of the intention of LFSB to terminate); or

10.2.3 the User permanently discontinues the use of the Services.

10.3 Save as expressly provided in CLAUSE 17 or elsewhere in this Agreement the Services may not be terminated.

10.4 Any termination of the Services or this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it effect the coming into force or the continuance in force of any provision in this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

11. INTERPRETATION

11.1 In this Agreement unless the context otherwise requires:

11.1.1 words importing any gender include every gender;

11.1.2 words importing the singular number include the plural number and vice versa;

11.1.3 words importing persons include firms, companies and corporations and vice versa;

11.1.4 references to numbered clauses and Schedules are references to the relevant clause in or Schedule to this Agreement;

11.1.5 reference in any Schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that Schedule;

11.1.6 the headings to the clauses, Schedules and paragraphs of this Agreement will

not affect the interpretation;

11.1.7 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bye law made under that enactment;

11.1.8 any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;

11.1.9 any party who agrees to do something will be deemed to fulfil that obligation if that party procures that it is done.

11.2 In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any Schedule, the provision in the body of this Agreement shall take precedence.

12. AGENCY, PARTNERSHIP

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.

13. AMENDMENTS

This Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each of the parties hereto.

14. ANNOUNCEMENTS

No party shall issue or make any public announcement or disclose any information regarding this Agreement unless prior written consent has been obtained from the other party.

15. ASSIGNMENT

15.1 This Agreement is personal to the parties and, subject to CLAUSE 15.2 below, neither this Agreement nor any rights, licenses or obligations under this Agreement, may be assigned by either party without the prior written approval of the other party.

15.2 Notwithstanding the foregoing, either party may assign this Agreement to any acquirer of all or of substantially all of such party's equity securities, assets or business relating to the subject matter of this Agreement or to any entity controlled by, that controls, or is under common control with a party to this Agreement. Any attempted assignment in violation of this clause will be void and without effect.

16. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter of this Agreement. However the obligations of the parties under any pre-existing non-disclosure agreement shall remain in full force and effect insofar as there is no conflict between the same. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

17. FORCE MAJEURE

Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party. If such circumstances continue for a continuous period of more than six months [6 months], either party may terminate this Agreement by written notice to the other party.

18. NOTICES

18.1 All notices hereunder shall be in writing.

18.2 Notices shall be deemed to have been duly given:

18.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

18.2.2 when sent, if transmitted by fax or e-mail to the following numbers and a successful transmission report or return receipt is generated;

If to LFSB

Name - M. Rajaratne

Fax -

E-mail - gmlfsbl@slt.net.lk

If to the User

Name - K. Venugopan

Fax - 94 11 256 5572

E-mail - Kumarasamy.Venugopan@pabcbank.com

18.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage pre-paid; or in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other party.

19. SCHEDULES

The provisions of SCHEDULES to this Agreement shall form part of this Agreement as if set out herein.

20. SEVERANCE

If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever such provision or term shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement provided always that if such deletion substantially affects or alters the commercial basis of this Agreement the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

21. SUCCESSORS AND ASSIGNEES

21.1 This agreement shall be binding upon, and enure to the benefit of, the parties and their respective successors and permitted assignees, and references to a party in this Agreement shall include its successors and permitted assignees.

21.2 In this Agreement references to a party include references to a person:

21.2.1 who for the time being is entitled (by assignment, novation or otherwise) to that party's rights under this Agreement (or any interest in those rights); or

21.2.2 who, as administrator, liquidator or otherwise, is entitled to exercise those rights;

and in particular those references include a person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, division, reconstruction or other reorganisation involving that party. For this purpose, references to a party's rights under this Agreement include any similar rights to which another person becomes entitled as a result of a novation of this Agreement.

22. WAIVER

No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

24. TIME IS OF THE ESSENCE

Time shall be of the essence in this Agreement as regards any time, date or period mentioned in this agreement or subsequently substituted as a time, date or period by agreement in writing between the parties.

25. LANGUAGE

This Agreement is made only in the English language. If there is any conflict in the meaning between the English language version of this Agreement and any version or translation of this Agreement in any other language, the English language version shall prevail.

26. COSTS AND EXPENSES

Each party shall bear its own legal costs and other costs and expenses arising in connection with the drafting, negotiation, execution and registration (if applicable) of this Agreement.

27. SET-OFF

Where either party has incurred any liability to the other party, whether under this Agreement or otherwise, and whether such liability is liquidated or unliquidated, each party may set-off the amount of such liability against any sum that would otherwise be due to the other party under this Agreement.

28. PROPER LAW AND JURISDICTION

This Agreement shall be deemed to be an Agreement made under the Laws of Sri Lanka which shall apply to the rights and obligations arising hereunder of the Parties and the Parties agree to be subject to the exclusive jurisdiction of the Courts of Sri Lanka.

29 ARBITRATION

29.1 The Parties shall endeavour to settle all doubts, disputes or differences of any kind whatsoever which may arise between the Parties in connection with or arising out of this Agreement amicably in Sri Lanka.

29.2 If however such dispute, controversy or claim cannot be settled amicably by the Parties hereto within one (1) month of such dispute, controversy or claim arising, the Parties shall designate the SWIFT User Group to conciliate between the Parties. If the said SWIFT User Group fails, such dispute, controversy or claim shall be finally settled by Arbitration in Colombo Sri Lanka in accordance with the Rules of the Arbitration Centre of the Institute for the Development of

Commercial Law and Practice in the English language. The award thereof shall be final and binding upon the Parties.

29.3 The making of an award upon a reference to arbitration shall be a condition precedent to any right of action against any of the Parties hereto in respect of any or all disputes or claims arising out of or pertaining to this Agreement.

29.4 The cost of arbitration shall be shared by the parties in equal shares unless the Arbitrator decides otherwise.

30. COMPLIANCE WITH RELEVANT LAW

Both parties will comply with all applicable laws, rules and regulations in respect of all activities conducted under this Agreement.

IN WITNESS WHEREOF the said **LANKA FINANCIAL SERVICES BUREAU LIMITED** and **PAN ASIA BANKING CORPORATION PLC** have caused their common seals to be affixed hereto and to one other of the same tenor and date as these presents at Colombo on the date hereinafter mentioned.

The Common Seal of LANKA FINANCIAL)
SERVICES BUREAU LIMITED was affixed)
hereto on thisday of in)
the presence of)
.....)
..... Director and)
..... Director / Secretary)
of the said company who do hereby attest)
the sealing hereof)

Witnesses:

- 1.
- 2.

Change to Authorised Signatories -The Common)
Seal of PAN ASIA BANKING CORPORATION)
PLC was affixed hereto on this)
.....day of..... in the presence of)
.....)
Director and)
..... Director / Secretary)
of the said company who do hereby attest)
the sealing hereof)

Witnesses:

- 1.
- 2.

SCHEDULE A

FEE

Fee / User Type	LIGHT	MEDIUM	HEAVY
Annual Subscription (USD)	2,500	5,000	7,500
Monthly Fee (USD)	500	1,000	1,400

LIGHT USER	MEDIUM USER	HEAVY USER
DFCC Vardhana Bank	National Development Bank	Bank of Ceylon
Indian Bank	Nations Trust Bank	Commercial Bank of Ceylon PLC
Indian Overseas Bank	Central Bank of Sri Lanka	Hatton National Bank Limited
Pan Asia Bank		People's Bank
Muslim commercial Bank		Sampath Bank Limited
Union Bank		Seylan Bank Limited
Capital Alliance		
Central Depository System		
Ceylinco Shriram		
First Capital		
Public Bank Berhad		

SCHEDULE B

DELIVERY DATE: 1ST APRIL 2008

SCHEDULE C

LOCATION

MAIN SITE

131, INDRA TRADERS BUILDING,
W.A.D. RAMANAYAKE MAWATHA,
COLOMBO 02.

HELP DESK –

Chamini Attanayake	Suntel Ltd	4747450,4747000	0773088612 0714747450	4746746	chaminia@suntel.lk
Shiyam Kamal	Suntel Ltd	4629629, 4746502	0716840659	4747211	shiyamk@suntel.lk
Ryzan Cassim	Suntel Ltd	4629629, 4747578	0777712232	4747211	ryzanc@suntel.lk
M. Rajaratne	LFSB	2692424	0777717170	2692424	gmlfsbl@slt.net.lk

DISASTER RECOVERY SITE

595, GIRISIRI,
AVISSAWELLA ROAD,
KADUWELA

HELP DESK -

Chamini Attanayake	Suntel Ltd	4747450,4747000	0773088612 0714747450	4746746	chaminia@suntel.lk
Shiyam Kamal	Suntel Ltd	4629629, 4746502	0716840659	4747211	shiyamk@suntel.lk
Ryzan Cassim	Suntel Ltd	4629629, 4747578	0777712232	4747211	ryzanc@suntel.lk
M. Rajaratne	LFSB	2692424	0777717170	2692424	gmlfsbl@slt.net.lk

SCHEDULE D

SPECIFICATIONS

MAIN SITE

131, INDRA TRADERS BUILDING, 2ND FLOOR,
W.A.D. RAMANAYAKE MAWATHA,
COLOMBO 02.

1. IBM x 3650 Server Management with windows 2003 licensing – 2 (two)Servers
2. 2 Mbps link – 1(one)link (inter-connect Main site & DR site)
3. Firewall –Juniper NS 5GT – for internal remote monitoring purpose

DISASTER RECOVERY (DR) SITE

595, GIRISIRI,
AVISSAWELLA ROAD,
KADUWELA

1. IBM x 3650 Server Management with windows 2003 licensing – 2 (two)Servers
2. 2 Mbps link – 1(one)link (inter-connect Main site & DR site)
3. Phone unit – for back up purpose
4. External modem – for back up purpose

SCHEDULE E

1. Service Bureau Policy existing as at the date of the Agreement (Includes SWIFT Service Bureau Rules and Guidelines existing as at the date of the Agreement)
2. General Terms, Conditions and Guidelines of SWIFT existing as at the date of the Agreement