

AGREEMENT

This Agreement is made and entered into at Colombo in the Democratic Socialist Republic of Sri Lanka on this 05th day of August Two Thousand and Twenty Six (2026).

BY AND BETWEEN

DOK SOLUTIONS LANKA (PRIVATE) LIMITED a company duly registered under the laws of Sri Lanka bearing Registration No PV 73193 having its registered office at No. 141, Kirula Road, Colombo 05, Sri Lanka (hereinafter referred to as "the Service Provider" which said term or expression shall where the context so requires or admits mean and include the said DOK Solutions Lanka (Private) Limited and its successors and permitted assigns) of the **One Part.**

AND

BEN HOLDINGS (PRIVATE) LIMITED a company duly incorporated under the Laws of Sri Lanka bearing Registration No. PV 131586 and having its Registered Office at No. 42, Dr. N.M Perera Mawatha, Colombo 08 (hereinafter referred to as "the Client" which said terms or expressions shall where the context so requires or admits mean and include the said **BEN HOLDINGS (PRIVATE) LIMITED** and its successors and permitted assigns) of the **Other Part**

WHEREAS

- (i) The Service Provider is carrying on the business of providing IT and IT-enabled services and related services to its customers.
- (ii) The Client is desirous of obtaining the services of the Service Providers to digitally archive facility as per the criteria and specifications laid out by the Client to the Service Provider in relation to digitization procedure of selections of the Archival Materials from time to time as more fully described in Schedule I hereof (hereafter referred to as "the Services").
- (iii) The Client has agreed to permit the Service Provider to perform the Services, and the Service Provider has agreed to provide the Services on the terms and conditions contained herein.

AGREEMENT THEREFORE WITNESSETH that in consideration of the covenants, obligations, stipulations, terms and conditions hereinafter contained, to be done, observed and performed respectively by each party hereto the sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. INTERPRETATION

The following expressions shall have the meanings respectively assigned to them:-

- (a) "Authorized Officers of the Client" shall mean the personnel listed in Schedule II to this Agreement.

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- (b) "Archival Materials"- documents provided by the Client from time to time (mandates, legal documents, Payment Voucher, slips and any other related documents specified by the Client.
- (c) "Digitized Images" - Digital reproductions of selections of the Archival Materials with no associated metadata.
- (d) "Digitized Materials" - Digital reproductions of selections of the Archival Materials with associated metadata, including name indexes that are linked to and permit searching of the digital images, shall be specifically described in each Project Plan.
- (e) "Original record"- The version of a document, in any format, that is designated by Client as the official copy for reference and preservation.
- (f) "Project Plan" - a document completed and approved by Service Provider and Client's representatives that lists the Archival Material that Client and Service Provider have agreed to digitize and provides the details about standards, metadata, equipment, format, costs, personnel, and other required information for each selection of Archival Materials.

2. TERM

2.1 This agreement shall commence on 01st day of August 2026 and shall be valid until it is terminated in terms of this Agreement.

3. THE SERVICES

3.1 The Service Provider shall provide scanning, indexing, quality checking and secure digital archiving services in respect of approximately six hundred (600) HR personnel files provided by the Client (the "Files"), as more fully described in Schedule I attached hereto, in accordance with the requirements and specifications agreed by the Parties.

3.2 The Services shall include, but shall not be limited to, the services set out in Schedule I and, without limitation to the foregoing:

- (a) preparation and handling of the physical Files for digitization;
- (b) scanning and conversion of the Files into digital images;
- (c) indexing of the digitized Files in accordance with the Client's requirements, including a minimum of thirty-two (32) indexing fields per file, as applicable;
- (d) quality checking and verification of the digitized Files to ensure that the scanned records are complete, legible and accurately indexed;
- (e) uploading and/or transferring the digitized Files to the designated Document Management System, internal hardware, external storage or other secure storage facility approved by the Client; and
- (f) secure handling, storage and protection of all physical and digital Files throughout the performance of the Services.

3.3 The Service Provider shall perform the Services in accordance with the specifications, standards and instructions provided by the Client, and shall rectify, at its own cost and within a reasonable time, any errors, omissions or quality deficiencies attributable to the Service Provider.

3.4 Any variation, additional work or change to the scope of Services — including any additional indexing fields, additional files, or scanning requirements that may result in additional charges, require the Client's prior written approval before such work is commenced.

3.5 The Service Provider shall not retain, use, copy, disclose, transfer or otherwise process any physical or digital Files received from or created for the Client for any purpose other



than the performance of the Services under this Agreement, and shall return or securely destroy all physical and digital Files upon completion of the Services or termination of this Agreement, as the Client may direct.

4. FEES AND PAYMENT

4.1 In consideration of the Services provided by the Service Provider under this Agreement, the Client shall pay the Service Provider a base fee of **LKR 121,025.64 (Sri Lankan Rupees One Hundred and Fifty-Seven Thousand Five Hundred only)**, inclusive of applicable taxes, for the digitization of up to **28571 pages/images**, subject to the terms and conditions of this Agreement.

4.2 Any additional charges applicable to indexing, additional scanning or any other services shall be charged only at the rates expressly agreed between the Parties and set out in Schedule III, and shall be subject to the actual quantity of Services performed and verified by the Client.

4.3 The Service Provider shall not undertake any additional work or incur any additional charges beyond the agreed scope and approved maximum project value without obtaining the Client's prior written approval.

4.4 The Service Provider shall submit invoices based on the actual quantity of Services completed and accepted by the Client, together with sufficient supporting documentation evidencing the quantity of pages/images processed and any applicable additional indexing or scanning charges.

4.5 The Client shall make payment of undisputed invoices within fourteen (14) working days from the date of receipt of a valid and duly supported invoice, subject to the satisfactory completion and acceptance of the relevant Services by the Client.

4.6 The Client shall not be liable for any charges that have not been expressly agreed in writing or approved in accordance with the provisions of this Agreement.

5. LIMITATION OF LIABILITY

5.1 The Service Provider shall indemnify and save harmless the Client and each of the Client's employees, agents and representatives from and against any losses, damages, of any nature sustained or incurred by the Client, its employees, agents or representatives, however caused, resulting from, arising out of, or in any way connected with the performance, delay in performance or non-performance by the Service Provider or any of its employees, agents or representatives, of the Services or the other duties hereunder of the Service Provider or any of its employees, agents or representatives, except where caused by the willful misconduct or gross negligence of the Client, and/or its agents, employees or representatives.

5.2 This Clause shall survive the termination or expiration of this Contract.

6. AUTHORISED PERSONNEL

The Service Provider shall provide the Client from time to time, upon request of the Client a list of personnel authorized to perform the Services and the national identity card numbers and specimen signatures of such personnel. The Client shall provide the Service Provider from time to time upon request of the Service Provider a list of personnel authorized to give instructions to the Service Provider and the specimen signatures and



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the national identity card numbers of such personnel. Each party shall promptly notify the other of any changes in any list of personnel provided by it.

7. ASSIGNMENT & SUB- CONTRACTING

Neither party shall, without the prior written consent of the other party, assign, or transfer its rights or obligations hereunder or under any Written Instruction.

The Service Provider shall not subcontract any services or obligations hereunder or under any Written Instruction without the prior written consent of the Client first had and obtained.

8. TERMINATION

8.1 The Client shall be entitled forthwith to terminate the provisions of this Agreement by written notice to the other either in respect of Services provided if Service Provider commits any material breach of any of the provisions of this Agreement and in the case of a breach capable of remedy, fails to remedy the same within Fourteen (14) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.

8.2 The Service Provider shall be entitled to terminate this Agreement by written notice to Client if Client commits any material breach of any of the provisions of this Agreement and fails to remedy the same within Fourteen (14) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.

8.3 It shall be possible to terminate this Agreement by either party at any time by giving Seven (07) days' notice in writing of the intention to do so terminate and in such event this Agreement shall stand terminated at the expiration of the said notice;

8.4 Upon termination of this Agreement, the Service Provider shall forthwith handover to the Client the archival material.

8.5 The rights to terminate this Agreement given by this clause shall be without prejudice to any other right or remedy of the Parties in respect of the breach concerned (if any) or any other breach.

9. CONFIDENTIALITY

9.1 The Service Provider shall not (except as is absolutely necessary for the performance of the Services or unless specifically authorized in writing by the Client) during or after the period of this Agreement divulge or allow to be divulged any confidential information relating to any transactions of the Client, its business and customers or any of its subsidiaries or associates along with any information obtained by the Service Provider during and as a result of this Agreement in relation to the Client, its business and customers or that of any of its subsidiaries or associates.

9.2 Without prejudice to the generality of the foregoing, the Service Provider specifically undertakes and declares that it shall observe strict secrecy in respect of all transactions of the Client, its customers and the state of accounts of any person and all matters relating thereto. The provisions of this Clause (9) shall not apply to the use or disclosure of



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Confidential Information that has either been entered into the public domain or is required to be disclosed by applicable law or mandatory demand of a competent regulatory or law enforcement authority.

10. COMPLETE AGREEMENT

This Agreement, together with the other documents contemplated hereby and or attached hereto or any amendment modification or any addition to this Agreement or to the documents contemplated hereby and/or attached hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and shall supersede any prior agreements or arrangements, whether oral or in writing between the parties hereto with respect to the subject matter hereof. This Agreement shall not, however, affect or apply to any services already performed by the Service Provider prior to, the date hereof.

11. AMENDMENTS

This Agreement may only be amended by a document in writing signed by both parties.

12. FORCE MAJEURE

12.1 If either Party is affected by Force Majeure, it shall forthwith notify the other Party of the nature and extend thereof with the evidence of the same.

12.2 Neither Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other Party, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other Party; and the time for performance of that obligation shall be extended accordingly.

12.3 If the Force Majeure in question prevails for a continuous period in excess of One (01) month, the Parties shall enter into bona fide discussions with a view to alleviating its effect or to agreeing upon such alternative arrangements as may be fair and reasonable.

13. DISPUTE RESOLUTION, GOVERNING LAW and JURISDICTION

13.1 The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement within Fourteen (14) days or the interpretation thereof. In the event that the Parties fail to resolve the dispute amicably, either Party may refer the matter to the courts of competent jurisdiction.

13.2 This Agreement shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka and shall be subject to the exclusive jurisdiction of the Sri Lankan Courts.

14. NOTICE

Any notice or demand to be served or sent to any of the parties, or any approval or certificate of the Service Provider, or any undertakings required to be given, made, or served for any purpose under this Agreement shall be given, made, or served by sending



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the same by registered post, fax, email, or by delivering the same by hand to that party at the following address, fax number, email address, or other contact details (if any):

The Service Provider: DOK Solutions Lanka (Private) Limited

Address : No. 141, Kirula Road, Colombo 05
Tel. No. : 0117717777
Fax : 0114512825
Email : prabodhanie@doksolutions.net
Attention : Mrs. Prabodhanie Wanigasundara
Designation : Chief Executive Officer

The Client : BEN Holdings (Private) Limited

Address : No. 42, Dr. N.M Perera Mawatha, Colombo 08
Tel. No. : 076 655 3692
Email : michaeld@benholdingslk.com
Attention : Mr. Michel Devasahayam
Designation : Senior Manager - Network & IT Security

or at such other address, fax number, email address, or contact details as shall have been notified (in accordance with this clause) by the parties hereto for the purposes of this clause. Any notice sent by registered post as provided in this clause shall be deemed to have been given, made, or served forty-eight (48) hours after dispatch. Any notice sent by fax or email shall be deemed to have been given, made, or served at the time of dispatch, and any notice delivered by hand shall be deemed to have been given, made, or served upon delivery.

15. COMPLIANCE WITH THE PERSONAL DATA PROTECTION ACT (PDPA)

- 15.1 The Service Provider agrees to comply with the Personal Data Protection Act No. 09 of 2022 (PDPA) of Sri Lanka in the collection, processing, and protection of personal data. All personal data collected, processed, or stored under this Agreement shall be handled lawfully, fairly, and transparently. Personal data shall be collected solely for specified, explicit, and legitimate purposes, and limited to what is necessary in relation to such purposes. The Service Provider shall ensure that personal data is accurate, up-to-date, and retained only for as long as necessary to fulfill its intended purposes or as required by law.
- 15.2 The Service Provider agrees to implement adequate technical, organizational, and security measures to protect personal data against unauthorized or unlawful processing, accidental loss, destruction, or damage. The rights of data subjects, including the rights to access, rectify, erase, restrict processing, and object to processing, shall be respected and facilitated in accordance with the PDPA. Personal data does not include information lawfully obtained from publicly available sources or government records lawfully made available to the general public. Upon termination of the Agreement or at the request of the data subject, all personal data shall be returned, erased, or anonymized in compliance with applicable laws.

16. NON - EXCLUSIVITY

This Agreement shall be non-exclusive, and nothing contained herein shall in any way limit the Client's right to seek or receive from other services similar to the Services or the Service Provider's right to render services similar to the Services to others.



Handwritten signature in blue ink.

17. NON-WAIVER OF RIGHTS

No failure on the part of either party to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

18. SEVERABILITY

Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or enforceability without invalidating the remaining provisions hereof and without affecting the validity or enforceability of such provisions in any other jurisdiction.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date and year first written above.

The Common Seal of **DOK SOLUTIONS LANKA (PRIVATE) LIMITED** was affixed hereto in the presence of Phiroze Pestonjee- Director & W.M Prabodhanie K Wanigasundara - Authorized Signatory on this 05th day of August Two thousand and Twenty-Six(2026)

DOK SOLUTIONS LANKA (PRIVATE) LIMITED
P.W. [Signature]
.....
Director
Authorized Signatory

Witnesses

Name & Address

1. Sahana Srikantha
24, Katagewatha Road, Ragama
2. Malith Wigeratne
141, Kimla Road, Colombo 01

Signature

[Signatures of Witnesses]

The Common Seal of **BEN HOLDINGS (PRIVATE) LIMITED** was affixed hereto in the presence of Govindasamy Thiuraiappa Jeyaseelan - Director ^{31st} day of August Two thousand and Twenty-Six(2026)

BEN HOLDINGS (PVT) LTD
PV131586

[Signature]
.....
Director

Witnesses

Name & Address

1. Agedhya Kannangara, No. 752/15, Bellatrix Building,
Orion City, Col. 09.
2. Dinara Hettige, No. 752/15, Bellatrix Building,
Orion City, Col. 09

Signature

[Signatures of Witnesses]

Schedule I - Service

Creation and Use of Digital Materials

1.1 The Client agrees to provide DOK Representatives with controlled access to available subsets of Archival Materials to enable DOK Staff to create digital images of them.

1.2 Suitable, sufficient and lockable Office Space shall be made available by the service provider at their location for carrying out of proposed services. Other necessary infrastructure requirements such as Furniture, Air Conditioners & Power Requirements, along with secure lockable cupboards for storing of Work in Progress Files & Documents, shall be provided by the service provider as per pre-determined requirements.

1.3. All details of the on-site scanning or other methods of digitization, including but not limited to hours during which DOK Staff have access to the Archival Materials, will be agreed to between the parties in the Project Plan.

1.4 To ensure emergency requirements to access these records, Client reserves the right to interrupt the project for short periods of time to make copies and otherwise provide reference service to Bank operations.

1.5 Client and DOK Solutions will designate points of contact for the project prior to the commencement of the project. The points of contact will provide guidance and assistance on all the requirements for the particular project.

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BEN HOLDINGS (PVT) LTD
14/11/2016

Schedule II
Authorized Representatives of the Client

Name & Designation	NIC No.	Contact details	E- Mail
Pabashini Dilshika Manager - Human Resources	907872726V	0742382061	Pabashini.D@benholdingslk.com



Schedule III

FEES & DEPOSITS -

a) Digital Archiving of documents

B	Digitizing of Documents	Rate (LKR.)
(i)	Converting Physical Documents to DIGITAL Images (Only covering the standard A4/legal sizes) Utilizing OUR SCANNERS; Our Staff, Includes Data Entry, pre scanning Physical Document Preparation, uploading to a DMS (Document Management System) / internal Hardware / External Storage/ Cloud Etc.	3.50 Per Image
(iv)	Indexing Charges for additional fields	1.00 Per PDF

