

Nations Direct Commercial – Agreement

For bank use only

Customer CIF

Customer Category

Section 1 : Profile creation and company level access

Please fill in block letters and mark "✓" where relevant to state your selection

- All accounts of the company will be added at the time of onboarding
- Any subsequently opened accounts with same operating instructions will be added

Entity name

Enable business reference number Yes ☐ No ☐

Company level user access

Inputter access	Authorizer access	View only access	Company admin access
1. Portfolio	1. Portfolio	1. Portfolio	1. User password reset
2. Transactions	2. Transaction authorization	2. Transaction explorer	2. User block/unblock
3. Transaction explorer	3. Beneficiary authorization	3. Statement generation	
4. Template management	4. Transaction explorer		
5. Beneficiary management	5. Statement generation		
6. Statement generation			

Based on the user access selected in the user parameter form, the above user access will be granted

Section 2 : User parameter form

A minimum of 2 company administrators are mandatory when more than 2 users have been specified. If only 1 user has been specified, company administrators are not required.

User 1

First name <input type="text"/> <small>First name will be used for preferred name</small>	Last name <input type="text"/>	System permissions ☐ Inputter ☐ Authorizer ☐ View only ☐ Salary masking ☐ Company administrator * <small>Salary masking will hide individual employee salary values across NDC</small>
NIC <input type="text"/>	Date of birth <input type="text"/>	
Mobile number <input type="text"/>	Email address <input type="text"/>	

User 2

First name <input type="text"/> <small>First name will be used for preferred name</small>	Last name <input type="text"/>	System permissions ☐ Inputter ☐ Authorizer ☐ View only ☐ Salary masking ☐ Company administrator * <small>Salary masking will hide individual employee salary values across NDC</small>
NIC <input type="text"/>	Date of birth <input type="text"/>	
Mobile number <input type="text"/>	Email address <input type="text"/>	

Authorizer initials

User 3

First name

First name will be used for preferred name

NIC

Last name

Date of birth

Mobile number

Email address

System permissions

Inputter

☐

Authorizer

☐

View only

☐

Salary masking

☐

Company administrator

☐

Salary masking will hide individual employee salary values across NDC

User 4

First name

First name will be used for preferred name

NIC

Last name

Date of birth

Mobile number

Email address

System permissions

Inputter

☐

Authorizer

☐

View only

☐

Salary masking

☐

Company administrator

☐

Salary masking will hide individual employee salary values across NDC

User 5

First name

First name will be used for preferred name

NIC

Last name

Date of birth

Mobile number

Email address

System permissions

Inputter

☐

Authorizer

☐

View only

☐

Salary masking

☐

Company administrator

☐

Salary masking will hide individual employee salary values across NDC

User 6

First name

First name will be used for preferred name

NIC

Last name

Date of birth

Mobile number

Email address

System permissions

Inputter

☐

Authorizer

☐

View only

☐

Salary masking

☐

Company administrator

☐

Salary masking will hide individual employee salary values across NDC

User 7

First name

First name will be used for preferred name

NIC

Last name

Date of birth

Mobile number

Email address

System permissions

Inputter

☐

Authorizer

☐

View only

☐

Salary masking

☐

Company administrator

☐

Salary masking will hide individual employee salary values across NDC

Authorizer initials

Description	Tariff (LKR)	Frequency
Setup fee	FOC	
Beneficiary SMS fee (local)	0.40	Based on usage
Beneficiary SMS fee (IDD)	35.50	Based on usage
Beneficiary email fee	FOC	
Subscription fee *		
- Monthly	1,000	☐
- Annually	10,000	☐

Charges debiting account

* Subscription fee commences 01/01/2027

Payments	Tariff (LKR)
Within NTB	FOC
Within NTB (Salary)	FOC
SLIPS (normal)	30
SLIPS (salary)	25
CLEFTS	25
RTGS	400
OTT	As per bank tariff
Government payments (excluding GovPay)	25
GovPay	15
Bill payments	FOC
NTB Card payments	FOC
Other bank card payments	25

Charges related to transactions will be debited from the transaction initiating account at the time of the transaction

Business type agreement – Sole proprietorship

I.....(NIC.....) of
 (Full name)
 being the proprietor of
 (Address)
 the sole Proprietorship carrying on business in the name and style of “.....”
 (Name of the business)
 registered under the laws of the Democratic Socialist Republic of Sri Lanka bearing registration Number and
 having the Registered Office at
 (Address of the business)
 in the said Republic (hereinafter sometimes called and referred to as “Customer” which term or expression shall mean and include the
 said and his/her heirs, executors or administrators)
 (Name of the proprietor)
 authorize you and request you to issue User Identification (User IDs) and allow the Customer to use Nations Direct Commercial the
 internet banking service of Nations Trust Bank PLC (hereinafter sometimes referred to as “Service”) and hereby agree to be bound by the
 following Terms, Conditions and Indemnities.

Refer next page for Terms and Conditions

1. DEFINITIONS

Bank or NTB – Nations Trust Bank PLC a banking company duly incorporated under the laws of Democratic Socialist Republic of Sri Lanka and having its Registered Office at No. 46/58, Nawamawatha, Colombo 2 and its successors and/or assigns.

Nations Direct Commercial – The Nations Trust Bank PLC's internet banking service for Customers.

Customer

– A Company incorporated/ registered in Sri Lanka or
– All the Partners of a Partnership or
– Sole Proprietor of a Sole Proprietorship or
– Trustees of a Trust or
– Board/ Executive Committee of a Club/Society Registered for Nations Direct Commercial by executing this Nations Direct Commercial Agreement

Customer's account/s – bank account/s opened with NTB in the name of the Company or Partnership or Proprietorship or Trust or Club/Society.

Transaction/s – Instructions given by the Customer over Nations Direct Commercial to operate any bank account/s and/or banking service/s and/or banking facilities offered by the Bank.

Intellectual Property Rights – Any and all rights of copying design rights know-how patent design trademark and / or any other intellectual property right/s of any description whether the said rights of the Bank have been acquired by way of acquisitions, assignments, law or otherwise.

Password – Any confidential password, code or number used to log in to Nations Direct Commercial originally generated by the Bank and any subsequent password/s generated by the Customer and/or Customer's User/s and/or issued by the Bank to the Customer at customer's request for the purpose of login in to Nations Direct Enterprise and the OTP and any combinations thereof.

OTP – the One Time Password sent to the mobile phone and/or email address of the User/s and the Company Administrator for the purpose of logging in to Nations Direct Commercial and/or for the purpose of authenticating the User/s.

Amendment Form – The form used to appoint Company Administrators and User/s of the Customer subsequent to appointment of Company Administrator and/or User/s by a User Parameter Form and/or to carry out such amendments on Nations Direct Commercial

Company Administrator – Person/s appointed by the Customer under the User Parameter Form and/or Amendment Form to administer Nations Direct Commercial on Customer's behalf.

User/s – Person/s appointed by the Customer under the User Parameter Form and/or Amendment Form to operate Nations Direct Commercial on behalf of the Customer and may include Company Administrator.

User Identification (User IDs) – Means uniquely created words and/or codes and/or numbers used to identify the User/s and / or Company Administrator of the Customer authorized to access Nations Direct Commercial.

User Parameter Form – The form used to appoint Company Administrator and the User/s of the Customer to operate Nations Direct Commercial on behalf of the Customer.

Clause headings are inserted only for convenience or reference and shall not affect the interpretation of these presents. Unless the context otherwise requires, words importing the singular shall include the plural and vice – versa.

2. TRANSACTIONS THROUGH NATIONS DIRECT COMMERCIAL

2.1 The Customer hereby consents and authorizes the Bank to debit the Customer's account/s (existing at the time of executing this Nations Direct Commercial Agreement or subsequently opened by the Customer) with the amount of any Transaction with or without any further authority of the Customer obtained thereof.

2.2 By executing Nations Direct Commercial Agreement, the Customer gives authority to the Bank to accept or act upon any instructions, messages and/or images of letters/bills/receipts/forms/agreements or such documents received by the Bank through Nations Direct Commercial which purport to come from the Customer although such instructions and images of documents are generated by the User/s duly appointed by the Customer (whether they have been authorized by the Customer or not) by the User Parameter Form and/or Amendment Form.

2.3 The Customer hereby acknowledges that the Customer is aware that the Transactions to be carried out on Nations Direct Commercial for and on behalf of the Customer shall be carried out by the User/s appointed by the Customer under the User Parameter Form and/or Amendment Form. The Bank shall not be responsible for any loss or damage incurred by the Customer as a result of an act of the User/s and or the Company Administrator appointed for Nations Direct Commercial.

2.4(1) The Customer does provide data, information, instructions and messages at Customer's own risk. The Customer will ensure that all data transmitted to the Bank for or in connection with Nations Direct Commercial at all times true accurate and complete. The Customer shall immediately inform the Bank about any errors, discrepancies or omissions thereof, if any.

(2) The Customer further agrees that:

(a) It is mandatory to input accurate data and/or upload files with accurate data when creating a Transaction and the Bank shall not be verifying the accuracy of such data.

(b) Transactions in relation to third parties, the Bank may be dependent on third –party systems to process the Transaction. Therefore, once a Transaction is performed the Customer may not be able to reverse and/or recall the Transaction.

2.5 The Customer shall take the complete responsibility for all Transactions performed processed or effected by using Nations Direct Commercial howsoever effected.

2.6 The Customer shall not attempt to effect Transactions unless sufficient funds are available in Customer's account/s. The Customer agrees that transactions scheduled for a future date will only be executed by the Bank if sufficient funds are available in the Bank account/s on the relevant date/s and further agrees that the Bank is under no obligation whatsoever to honor payment instructions of the Customer unless there are sufficient funds in the designated Bank account/s at the time of receiving payment instructions and/ or at the time such payments become due.

2.7 The Customer;

– In the event of a Company, the Company shall be liable for all Transactions effected and/or arising from the use of Nations Direct Commercial.

– In the event of a Partnership, all Partners shall be severally and/or jointly liable for all Transactions effected and/or arising from the use of Nations Direct Commercial.

– In the event of a Sole Proprietorship, the Sole Proprietor shall be solely liable for all Transactions effected and/or arising from the use of Nations Direct Commercial.

– In the event of a Trust, Trustee/s shall be solely liable for all Transactions effected and/or arising from the use of Nations Direct Commercial.

In the event of a Club/Society, Board/Executive Committee shall be jointly and severally liable for all Transactions effected and/ or arising from the use of Nations Direct Commercial.

2.8 The Customer agrees that when the Bank makes a payment on behalf of the Customer the Bank is not acting as the Customer's agent or attorney or agent or attorney of the Biller to whom that payment is directed.

2.9 The Customer hereby consents and authorizes the Bank, to record at the discretion of the Bank by whatever means the Transactions which the Customer performs through Nations Direct Commercial and such records can be used by the Bank for the purpose of, inter alia, establishing or verifying that a particular Transaction was effected through the use of User IDs.

2.10 The Customer shall specifically agree and accept the Bank's records and statements of all Transactions processed and/ or effected by using Nations Direct Commercial as final and conclusive and binding on the Customer for all purposes.

2.11 The Customer agrees to pay any charges/payments due to the Bank on Transactions performed by the Customer.

2.12 The Customer hereby undertakes to keep the User/s educated on the operation of Nations Direct Commercial and the required security controls.

3. SECURITY CONTROL

3.1 The Customer hereby agrees that the Customer is aware that the OTP shall be sent to the mobile phone and/or to an email address of the User/s and Company Administrator registered with the Bank for purpose of Nations Direct Commercial. Therefore, the Customer shall ensure that the User/s and Company Administrator keep their mobile phones safely in their custody and emails safe from potential threats or unauthorized access. In the event the mobile phone number registered with the Bank is changed or the mobile phone is lost the Customer shall immediately inform the Bank in writing. Further, in the event the e-mail address registered with the Bank is changed or e-mail access is compromised / exposed to such vulnerability, Customer shall immediately inform the Bank in writing.

3.2 The Customer takes the full responsibility to obtain and maintain all the equipment that are necessary for using Nations Direct Commercial in proper working condition and with sufficient safeguards against any malpractices and malicious uses and threats to such equipment or to Nations Direct Commercial.

3.3 The Customer specifically undertakes not to access Nations Direct Commercial using defective inferior or insecure equipment or in any manner which might adversely affect the smooth functioning of Nations Direct Commercial .

3.4 The Customer hereby undertakes the total responsibility for the User IDs, Passwords, and/or any other passwords assigned to the Customer or Customer's User/s soon after accessing Nations Direct Commercial for the first time and at regular intervals thereafter including the responsibility of safe keeping of the Passwords generated by the Customer.

3.5 The Customer hereby agrees that in the event the User/s appointed by the Customer do not have access to / not granted a designated electronic mail facility the Company Administrator appointed by the Customer will be the Bank's contact point to whom the Bank will forward User ID's and Passwords of the User/s.

3.6 The Customer undertakes to set up and maintain sufficient measures to safeguard Nations Direct Commercial from disclosure to and from access or use by anyone who is not authorized to do so.

3.7 The Customer shall immediately take steps to inform the bank to disable User IDs and/or reset Password/s if and when the Customer becomes aware of any unauthorized use of the Passwords and/or User IDs.

3.8 When a User resigns the Customer shall immediately inform the bank to disable the User ID.

4. INTELLECTUAL/INTELLECTUAL PROPERTY RIGHTS AND OTHER RIGHTS

4.1 The Customer agrees that Nations Direct Commercial shall remain the sole property of the Bank at all times and will not copy Nations Direct Commercial or any of the information, techniques, data or designs relating thereto.

5. OBLIGATION OF CONFIDENTIALITY

5.1 The Customer shall keep all User IDs and Password/s assigned thereof strictly confidential and undertake not to divulge such User IDs and Password/s to any person at anytime or under any circumstance.

5.2 The Customer shall keep all information, techniques, data or designs relating to Nations Direct Commercial completely confidential. The Customer shall not disclose any of them to any other party.

5.3 The Customer's obligations in connection with confidentiality will continue indefinitely. The Customer specifically agrees that such obligation will continue upon the expiry or termination of these presents.

6. BANK CHARGES AND PAYMENTS

6.1 The Customer does hereby consents and authorizes the Bank to debit Customer's account/s with all charges pertaining to Transactions made through Nations Direct Commercial and also with any other liabilities of legal fees or other statutory charges to be imposed by the Government relating to the use of Nations Direct Commercial .

6.2 The Customer agrees that the Bank at its discretion is entitled to revise the charges for Nations Direct Commercial at any time with notice to the Customer.

7. LIABILITIES OF LOSS

7.1 The Customer shall not hold the Bank liable for any loss incurred by the use of User IDs and Passwords issued to the Customer or to User/s thereon used with or without Customer authority.

7.2 The Bank shall not be responsible for any loss or damage nor for any loss of profits, loss of contracts, financial losses, loss of data or loss of goodwill incurred or suffered by the Customer as a result of nonacceptance of and/or non-adherence to instructions given on Nations Direct Commercial for any reason whatsoever.

7.3 The Customer specially agrees that in case of payments made for goods or services offered by third parties, the Bank cannot and does not take responsibility or liability on the quality, quantity on time delivery of goods or services so offered.

7.4 Notwithstanding anything to the contrary contained herein before or of the provisions of any law or any other agreement between the parties hereto the Customer agrees and accepts that a statement with a certification from two officers of the Bank shall be admissible in evidence against the Customer in all legal and other proceedings between the Bank and the Customer in respect of any matter whether such matter arises under these instruments or otherwise and such a statement (whether computer generated statement or otherwise) shall be final binding and conclusive between the parties for all purpose until and unless the Customer proves otherwise.

7.5 The Customer agrees that the Bank shall not be liable for any loss or damage whatsoever which the Customer may suffer if the Bank is delayed or prevented from providing the Customer with Nations Direct Commercial or any other service by reason of strikes, industrial disputes, failure or suspension of power supplies or telecommunication system errors or other system errors or equipment failures or any other causes beyond the control of the Bank, including technical causes in the Bank's computer or software system, whether such causes constitute force majeure or not.

7.6 The Customer agrees that the Bank may use its reasonable efforts to act on a request by the Customer for cancellation or amendment of a payment or other instruction prior to the Bank's execution of such instruction, but the Bank shall not be liable in any manner howsoever if such cancellation or amendment is not affected.

7.7 Customer agrees that Bank shall have the right to reverse any erroneous entry made by the Bank and further agrees that in a recurring Transaction the Bank may recover from a beneficiary any erroneously credited amount from the next Transaction.

8. AMENDING THE TERMS AND CONDITIONS

8.1 The Bank shall at any time be entitled to amend, supplement or vary any of the terms and conditions with notice to the Customer and such

8.2 The Bank shall determine the privileges, services attached to the use of Nations Direct Commercial and shall have discretion to change, vary, add or amend these privileges services and conditions attached thereto from time to time. Any variation to such privileges, services and conditions will be notified to the Customer.

9. OPERATION OF NATIONS DIRECT COMMERCIAL

9.1 The Bank shall at its discretion and with notice to the Customer attach or detach any accounts opened in the name of the Customer subsequent to execution of this Nations Direct Commercial Agreement. The Customer agrees and acknowledges that such attachment or detachment of accounts may be due to rules and regulations of the Bank prevailing at such time.

9.2 The Bank shall, from time to time introduce new facilities/ options/services into Nations Direct Commercial .

The Customer hereby agrees to abide by the terms and conditions applicable to such facilities/options/services introduced on Nations Direct Commercial, whether such facilities/options/services were added subsequent to the activation of the User IDs or not and whether the Customer expressly register to avail such facilities/options/services or not.

9.3 In the event the Customer desires to register for specific facilities/options/services provided by Nations Direct Commercial, the Customer undertakes to adhere to such registration to avail such facilities/options/services. The Customer hereby agrees that any such request for subsequent registration becomes an integral part of this agreement.

9.4 The use of Nations Direct Commercial shall be subject to all laws and regulations relating to such industry imposed by the government from time to time and Bank's Memorandum and Articles of Association, rules, regulations and any terms and conditions governing such services and/or facilities imposed by the Bank from time to time.

9.5 The Customer is aware that the Bank may at its discretion stop, cancel, withdraw, or refuse to renew or extend or grant or accommodate any request made by the Customer through Nations Direct Commercial in relation to any Transaction.

9.6 The Customer hereby agrees that the User ID and Passwords used to access Nations Direct Commercial are adequate identification of the Customer and /or the User/s. The Bank is entitled to act on instructions received using User ID via Nations Direct Commercial.

9.6 The Customer hereby agrees that the User ID and Passwords used to access Nations Direct Commercial are adequate identification of the Customer and /or the User/s. The Bank is entitled to act on instructions received using User ID via Nations Direct Commercial without obtaining any further written or other confirmation from the Customer and/or the User/s even if those instructions are not actually given or authorized by the Customer and or the User/s.

9.7 The Bank shall have the full discretion to cancel, withdraw or renew Nations Direct Commercial with notice to the Customer.

9.7 The Bank shall have the full discretion to cancel, withdraw or renew Nations Direct Commercial with notice to the Customer.

9.8 The Customer hereby confirms that the Customer is aware that the Bank shall take reasonably practicable steps to have Nations Direct Commercial be usually available for use. However, that routine maintenance requirements, excess demand on the systems and circumstances beyond the Bank's control may mean it is not always possible for Nations Direct Commercial to be available during its normal operating hours.

9.9 The Customer confirms that this agreement and all the other agreements entered into with the Bank or may enter in the future in relation to Nations Direct Commercial shall be considered as legally enforceable commercial contracts entered between the Customer and the Bank.

10. MISCELLANEOUS

10.1 Nations Direct Commercial terms and conditions shall be in addition to and not in derogation of the terms and conditions of the Bank applicable to Bank accounts and / or banking facilities and / or banking services which the Customer may operate over Nations Direct Commercial which terms and conditions will continue to apply.

10.2 The Customer shall appoint a suitable Company Administrator by the User Parameter Form and/or Amendment Form to perform relevant functions on Nations Direct Commercial.

10.3 The Customer shall appoint the authorized signatories to the Bank accounts existing at such time to appoint/add suitable User/s by the User Parameter form and modify User/s and/or remove User/s by the Amendment Form.

The Customer hereby confirms that the details given above are true and accurate.

The Customer further confirms that a copy of Nations Direct Commercial Agreement was given and properly explained prior to placing signatures hereto and hereby further agrees to bind itself/himself/herself/themselves and its/his/her/their successors to the above terms, conditions and indemnities.

Signatures

Signature -----

Name -----

Date -----

10.4 The Customer hereby acknowledges that the Customer is aware that the functionality of Nations Direct Commercial shall be governed by the options granted to the User/s through the User Parameter Form and Amendment Form.

10.5 The Customer shall ensure that the User/s right to authorize Transactions on Nations Direct Commercial shall be as per the account operation instructions given to the Bank by the Customer at the time of registering for Nations Direct Commercial and as per information given by the Customer in the User Parameter Form and/or Amendment Form.

10.6 As and when the Customer desires to change the existing account operating instructions, the Customer shall specifically instruct the Bank that such new account operating instructions shall replace the existing account operating instructions given to the Bank under Nations Direct Commercial. In the event the Customer fails to inform the Bank as aforesaid, the Customer hereby agrees and acknowledges that the Customer shall not hold the Bank liable for any losses, damages, liabilities the Customer may suffer due to

Bank not incorporating such changes in to Nations Direct Commercial and thereby Bank not carrying out required Transactions on Nations Direct Commercial.

Bank not incorporating such changes in to Nations Direct Commercial and thereby Bank not carrying out required Transactions on Nations Direct Commercial.

10.7 The Bank hereby agrees and acknowledges that in the event the authorized signatories to the account are changed, the Customer shall submit to the Bank Amendment Forms informing the details of the new Users.

10.8 The Customer hereby agrees that the Customer is aware that transmission of information through the internet cannot be guaranteed to be error free and/or risk free due to the inherent nature of such transmission and that the Customer agrees that the Bank shall not be liable for such errors and/or for any loss or damage that may be suffered or incurred by the Customer except however, in the event such loss or damage is caused by the Bank's gross negligence or willful default.

10.9 The Customer hereby acknowledges that the Customer is aware that in the event Nations Direct Commercial comes to an end for any reason, this will not affect any instructions the Customer already given via Nations Direct Commercial.

10.10 The Customer agrees that at the time of execution of each Transaction on Nations Direct Commercial the Customer may have to agree to terms and conditions applicable to such Transactions which the Bank shall communicate to the Customer at the time of execution of such Transaction or at the time of entering in to this Agreement. Further the Customer hereby agrees and undertakes to provide such other documents, letters, agreements the Bank may request from time to time to carry out the Transactions on Nations Direct Commercial.

10.11 (1) The Customer hereby acknowledges that they are aware that when an instruction is given via Nations Direct Commercial, the Bank will act on such instruction in accordance with the cut-off times notified to the Customer through Nations Direct Commercial. The Customer further agrees that from time to time the Bank may notify any changes to these cut-off times and instructions given at any other time may not be acted on until the next business day.

(2) The Customer further acknowledges and agrees that:
(a) Transactions related to third parties may also be subject to cut-off times imposed by such third parties.
(b) Due to the nature of technology used in the Bank's system and/or third party systems, the Transactions

effected and/or instructions sent via Nations Direct Commercial closer to cut-off times may not be processed within the cut-off times. Therefore, the Customer shall ensure to effect Transactions and/or send instructions via Nations Direct Commercial well before the cut-off times imposed by the Bank and/or such third parties and in the event the Customer suffers damages, claims, penalties, charges due to Customer failing to adhere to same, Bank shall not be held responsible or liable.

10.12 In the event if anyone or part of the terms of this agreement proves to be legally invalid or unenforceable in any way, this will not affect the validity of the remaining terms.

11. INDEMNITY

The Customer hereby specifically agrees and irrevocably holds Nations Trust Bank PLC indemnified and save harmless against any losses, charges, suites, claims, expenses and damages that Nations Trust Bank PLC shall or may be caused, sustained, incurred or suffered which shall or may arise directly or indirectly out of or in connection with Nations Direct Commercial consequent to any failure, breach, negligence, commission omission or representation on the part of the Customer unless due to the willful default of the Bank. This indemnity shall continue to be valid and effectual notwithstanding the expiry or termination of this Agreement.

12. TERMINATION

Either party may terminate Nations Direct Commercial on thirty (30) days' notice in writing to the other party provided that the Bank with notice to the Customer shall be entitled to terminate this agreement immediately in the event of material breach by the Customer or upon closure of the Customer Bank account/s held with the Bank. The Customer agrees that Customer is aware that in the event Customer use of Nations Direct Commercial comes to an end for any reason, this will not affect any instructions the Customer has already given via Nations Direct Commercial.

13. Mandatory Location Sharing

The Customer hereby acknowledges and agrees that the Customer shall be required to share the geographical location of the device at the time of logging into NDC as part of the Bank's security and fraud prevention measures and for the Customer's safety.

The Customer understands that the sharing of location information is a mandatory security requirement, and access to NDC may be restricted, limited, or subject to additional authentication measures where such location information is not made available to the Bank.

In circumstances where location information is not shared by the Customer at the time of logging into NDC, whether due to technical limitations of the operating system, device or software, or due to the Customer voluntarily disabling, denying, or withholding such permission etc, the Customer expressly acknowledges and agrees that:

Access to and use of NDC without sharing location information shall be entirely at the Customer's own risk. The Bank shall not be liable or responsible for any loss, damage, fraud, unauthorized transaction, or security breach arising directly or indirectly from the use of NDC where location information is not shared, and such liability shall not be passed to or claimed against the Bank.

14. THE GOVERNING LAW AND JURISDICTION

This agreement shall be governed by laws of Sri Lanka and parties hereto submit to the exclusive jurisdiction of the courts of Sri Lanka having Jurisdiction over the place in which the Registered Office of the Bank is situated at the time of institution of legal proceeding