

THIS GENERAL TERMS AND CONDITIONS (hereinafter referred to as the “GTC”)

THIS AGREEMENT is made and entered into in Colombo on thisday of 20.....

1. CONTRACTING PARTIES

Hutchison Telecommunication Lanka (Private) Limited and the Customer (as defined in the Special Terms marked as Annex A). Hutch and the Customer are individually referred to as a “Party” and collectively as “Parties”.

2. EFFECTIVE DATE AND COMMENCEMENT DATE

2.1 This GTC shall be effective upon being signed and executed by the Parties, on the date specified in the Special Terms marked as Annex A (“Effective Date”) and shall remain in force throughout the service period or expire on the date specified in the Special Terms marked as Annex A or be terminated in accordance with Clause 11 hereof.

3. SCOPE OF GTC

3.1 The scope shall be the services provided by Hutch at the request of the Customer, as fully detailed in the Special Terms marked as Annex A, subject to the terms and conditions set out herein.

3.2 Priority order of the agreement

- i. Special Terms marked as Annex A
- ii. General Terms and Conditions
- iii. Warranty terms and condition sheet

4. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

- 4.1. The Customer shall utilize the device(s) and bundled service as specified in the Special Terms marked as Annex A, adhering to the manufacturer's instructions and guidelines. The Customer agrees not to use the device(s) unlawfully or in violation of any applicable laws and regulations of the country
- 4.2. The Customer shall pay for the initial bundled mobile broadband package as detailed in the Special Terms marked as Annex A for the duration of the commitment period set out therein. The mobile broadband package may be upgraded to a higher-priced option with Hutch's consent; however, Hutch shall not accommodate Customer requests to downgrade the package.
- 4.3. Upon the expiration of the commitment period, the Customer may request a different tariff mobile broadband package from Hutch.
- 4.4. The lifecycle of the device(s) includes delivery, installation, maintenance, repair, and eventual disposal. The Customer is responsible for using the device(s) in alignment with its intended purpose throughout this lifecycle.
- 4.5. Device(s) Lifecycle Management
 - 4.5.1. **Device(s) Lifecycle**
The lifecycle of the device(s) includes the stages of delivery, installation, maintenance, repair, and eventual disposal. The Customer is responsible for using the device(s) in accordance with its intended purpose throughout its lifecycle.
 - 4.5.2. **End of Life and Disposal**
The Customer agrees to dispose of the device(s) in an environmentally responsible manner in compliance with applicable government laws and regulations.
- 4.6. Misuse of Device(s) & Prohibited Actions
 - 4.6.1 The Customer agrees not to misuse, abuse, alter, or tamper with the device(s) during the commitment period. Misuse includes, but is not limited to, unauthorized modifications, attempts to repair, or using the device(s) in a manner inconsistent with the manufacturer’s guidelines.

- 4.7. Consequences of Misuse
 - 4.7.1 In the event of misuse, Hutch reserves the right to void the warranty, refuse service, and recover any costs associated with repair or replacement due to the Customer’s actions.
- 4.8. The Customer shall comply with all applicable laws and regulations governs in Sri Lanka concerning the use of the device(s). The Customer must immediately report any failures of the services to Hutch at the contact points specified in the Special Terms marked as Annex A, confirming the report in writing via fax or email within one (1) working day.
- 4.9. The Customer shall promptly notify Hutch of any changes to the address specified in the Special Terms marked as Annex A.
- 4.10. If Hutch incurs any expenses (including legal costs) due to the Customer’s breach of any terms herein, the Customer shall reimburse Hutch promptly upon notification.
- 4.11. The Customer agrees not to resell, lease, or distribute the device(s) without prior written consent from Hutch.
- 4.12. The Customer shall not use services provided herein for any illegal activities, including but is not limited to, illegal international bypass voice and SMS spamming
- 4.13. If the Customer breaches any material obligation under this GTC, including but not limited to misuse of the device(s), unauthorized resale, or failure to comply with government regulatory requirements, the Customer shall be liable to pay Hutch liquidated damages in the amount set out in Annex A.

5. TITLE TRANSFER AND RISK OF LOSS

- 5.1. Title or ownership of the Device(s) provided herein shall pass to the Customer upon full payment of the Device(s) price and after the completion of the commitment period, subject to settling all due payments or making an upfront payment of the total Device(s) price and mobile broadband package tariff in respect of the commitment period by the Customer.
- 5.2. The risk of loss or damage to the Device(s) passes to the Customer upon delivery of the Device(s) to the Customer.
- 5.3. In the event of termination under clause 11.1, prior to commitment period ownership of the Device(s) remain unchanged and customer can transfer the ownership following the clause 7.2.

6. WARRANTY

- 6.1. Standard Warranty
Unless otherwise provided in Special Terms marked as Annex A, the Device(s) is covered by a limited warranty for a period of 1 year from the date of delivery of the Device(s) to the Customer, against defects in materials and workmanship under normal use for the main Device(s) only.
- 6.2. Warranty Coverage
 - 6.2.1. During the warranty period, Hutch agrees to repair or replace, at its discretion, any defective Device(s) without additional charge to the Customer.
 - 6.2.2. Whether defective items or components are to be replaced shall be left to the sole discretion of service personnel upon diagnosis and investigation. In the case of a part replacement, the defective unit remains the property of Hutch. The replaced units will be entitled to the remaining balance of the original warranty period.

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6.2.3. The warranty is void if the unit is tampered with, altered, or repaired by unauthorized persons.

6.2.4. The warranty is void if the serial number of the unit is deleted, defaced, or altered, rendering it difficult to identify the instrument.

6.3. Exclusions from Warranty

This warranty does not cover:

6.3.1.

i. Damage caused by misuse, abuse, neglect, unauthorized alterations, or repairs.

ii. Damage caused by external factors, such as electrical surges, floods, or other natural disasters.

iii. Normal wear and tear, cosmetic damage, or consumables (included but not limited to batteries).

6.4. Warranty Claims Procedure

To make a warranty claim, the Customer must notify Hutch within the warranty period, provide proof of purchase, and follow Hutch's instructions for returning the defective Device(s) to the location specified by Hutch.

7. CHARGES AND PAYMENT TERMS

7.1. The price of the Device(s), details of the mobile broadband package, and the commitment period are set out in Special Terms marked as Annex A.

7.2. In the event of termination of this GTC by the Customer, the Customer shall immediately pay Hutch the aggregate total commitment of the mobile broadband package for the remaining commitment period, the total value of the Device(s), and all due payments.

7.3. The Customer shall make the initial payment at the time of entering into this GTC, and subsequent monthly payments within 7 calendar days of receiving the invoice.

7.4. Payments shall be made in Sri Lankan Rupees.

7.5. In the event of late payment by the Customer, Hutch shall discontinue the service without prior notice.

7.6. If the Customer wishes to subscribe to additional services or value-added services (which may be introduced by Hutch from time to time), the Customer subscribes to such services subject to payment of applicable charges, if any.

7.7. Hutch reserves the exclusive right, at its sole discretion, to amend the prices and benefits associated with the mobile broadband package (hereinafter referred to as the "Product"). Hutch shall inform the Customer of any amended Product details prior to the activation of the amended Product.

8. TAXES, DUTIES, AND LEVIES

8.1. All relevant taxes and levies applicable to the invoice will be paid by the Customer at the time of invoicing.

9. INDEMNITY

9.1. The Customer shall indemnify and hold harmless Hutch against any losses, liabilities, claims, demands, suits, proceedings, attorney's fees, damages, costs, and expenses, as well as actions taken against Hutch and its employees and agents by a third party, which arise from any alleged breach of the Customer's representations and warranties made hereunder, or due to the negligence, willful damage, or other faults of the Customer in the

exercise of the Customer's duties, responsibilities, rights, and provisions of services under this GTC.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. Neither Party shall use, reproduce, or display any trademarks, service marks, logos, and brand names of the other in any promotional or other advertising materials without the prior written consent of the other Party.

10.2. Subject to Clause 10.1, neither Party shall use the other Party's trademarks, service marks, logos, and/or other brands in a manner that brings disrepute to the other. Each Party shall comply with the other's requests regarding the use of the other's trademarks, service marks, logos, and/or other brands, and shall refrain from taking any action that diminishes the value of such trademarks, service marks, and/or other brands in any manner whatsoever.

11. TERMINATION

11.1. Hutch may terminate the Services provided under this GTC by giving 30 days' written notice of such intention to the Customer within the tenure of this GTC, without providing any reason for the termination.

11.2. Notwithstanding the stipulation above, either Party may terminate this GTC with immediate effect without prejudice to its accrued rights if:

a. The other Party commits a breach of any term or condition of this GTC that is capable of being remedied but fails to remedy it within 14 days of a written notice of such breach.

b. The other Party commits a breach that is incapable of being remedied.

c. The other Party commences winding-up proceedings, whether compulsory or voluntary (except for the purpose of reconstruction and amalgamation), suffers an execution to be levied against goods or property, or has a receiver or administrator appointed over its assets, or if notice of any liquidation or other proceedings relating to insolvency is served upon it.

d. As per the provisions of Clause 5, Clause 18, and Clause 23.

e. In the event the Customer uses services provided by Hutch to carry any traffic deemed to be illegal or unauthorized in any form as per the Telecommunication Regulatory Commission of Sri Lanka.

11.3 The termination or expiration of this GTC for any reason whatsoever shall be without prejudice to any right or obligation of any party hereto under this GTC, which has arisen prior to such termination or expiration.

11.3. The termination or expiration of this GTC for any reason whatsoever shall be without prejudice to any right or obligation of any party hereto under this GTC, which has arisen prior to such termination or expiration.

11.4. In the event Hutch terminates this GTC as per Clause 11.2 or the Customer terminates the agreement without any cause within the

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commitment period, the Customer shall be liable to settle all payments as per Clause 7.2 with immediate effect.

12. ASSIGNMENT

- 12.1. The Customer shall not transfer or assign any of its rights under this GTC to any third party without prior written consent from Hutch.

13. DATA PROTECTION

- 13.1. The Customer shall comply at all times with the data protection legislation of the territory and any regulations made under or separate to such legislation, or any other legislation relating to the protection of personal data.

14. CONFIDENTIALITY

- 14.1. Each Party shall keep confidential all information concerning the other Party and any of the other Party's subsidiaries, affiliates, agents, assigns, or representatives, their business activities, subscribers, business operations, systems, and any other information ("Confidential Information").
- 14.2. The Parties shall not disclose, and shall ensure that their employees, subcontractors, affiliates, agents, or representatives do not disclose, the Confidential Information referred to in Clause 14.1 without the prior written consent of the other Party.
- 14.3. The Parties shall ensure that each of its employees and agents and any other person involved in the performance of this GTC will comply with the terms of this Clause 14 as if they were Parties thereto and shall be responsible for any breach thereof as if such breach were committed by the relevant other Party.
- 14.4. The obligations of confidentiality under this Clause shall not apply to:
 - 14.4.1. Information disclosed to employees, shareholders, auditors, consultants, attorneys, professional advisors, banks, or other lenders, agents, and subcontractors on a need-to-know basis, provided that the receiving Party shall take all reasonable precautions necessary (for example, by executing an appropriate non-disclosure undertaking) to safeguard the confidentiality of the information (to the same standard as it protects its own Confidential Information);
 - 14.4.2. Information which is required to be disclosed in compliance with any regulation, law, court order, or direction of competent authorities (including the relevant stock exchange);
 - 14.4.3. Information already placed in the public domain prior to disclosure or obtained from an independent third party without a confidentiality obligation known to the receiving Party;
 - 14.4.4. Information developed by the receiving Party or its related companies independent of any confidentiality undertaking; or
 - 14.4.5. Information approved for release by the disclosing Party.
- 14.5. Each Party must indemnify the other and its affiliates against all loss (including reasonable legal costs) or especially the Customer's liability to pay all outstanding amounts, including the commitment (if any) for the balance period of commitment.

15. REMEDY FOR BREACH OF DATA PROTECTION, CONFIDENTIALITY

- 15.1. The Customer and Hutch agree that as a result of any breach of Clauses 13 and 14 by a Party:

- 15.2. The other Party may suffer financial and other loss and damage;
- 15.3. Monetary damages would not be a sufficient remedy for such a breach; and The other Party is entitled to injunctive relief to prevent a breach of and to compel specific performance of Clauses 13 and 14.

16. NOTICES

- 16.1. Any notice, consent, invoice, or other communication to be given by either the Customer or Hutch to the other in connection with this GTC shall be in writing and sent by registered post with a copy via email to the address of the recipient set out in the Special Terms marked as Annex A, or such other address as shall for the purpose be notified in writing by the recipient, or shall be delivered by hand, by courier, or sent by facsimile transmission to the number set out below:
- 16.2. This Clause 16.2 shall apply in the absence of proof of earlier receipt. A notice, demand, or other communication served by registered post shall be deemed served on the date specified as the date of receipt in the official notice issued to the sender by Sri Lanka Post; if sent by courier, at the time and date specified on the receipt provided by the courier to the sender; if delivered by hand, at the time and date recorded on the notice of receipt acknowledged by the signature of the sender's messenger; if sent by facsimile transmission or email, it shall be deemed to have been served at the time and date specified on the transmission report issued by the sender's facsimile machine indicating a successful transmission report.

17. AMENDMENTS

- 17.1. Unless otherwise stated in this GTC, all additions, amendments, and modifications to this GTC shall be mutually agreed upon between the Customer and Hutch in writing before the amendment is put into effect.

18. FORCE MAJEURE

- 18.1. 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 enemies, civil disturbance, acts of war—whether declared or not, accident, act of government, or imposition of a rule/regulation by the government, 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 GTC. 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 Contract and any additional cost, if any, involved in such alternate method.
- 18.2. The Party receiving the Force Majeure Notice, at its sole discretion, may agree to such extension of time, alternate method, or additional cost sought by the Party sending such Notice. If such agreement is reached by the Parties, it will amount to a modification or amendment to the GTC under Clause 17 thereof.

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18.3 Notwithstanding any extension of time as mutually agreed by the Parties under Clause 18.2, if the Force Majeure Event prevails for more than 2 months, either Party may terminate this GTC by giving the other Party notice in writing. Neither Party shall be liable to pay the other any damages upon such termination, provided that the Customer shall be liable to pay any outstanding amounts for service usage prior to the Force Majeure Event.

19. SEVERABILITY AND WAIVER

- 19.1. If any provision of this GTC or its application to any person or circumstance is held invalid or unenforceable to any extent, the invalidity shall not affect the validity of all other terms in this GTC that can be given effect without the invalid provision or application.
- 19.2. This GTC shall be construed, and both Parties shall amend this GTC mutatis mutandis, so as to give effect as nearly as possible to the intent of the invalid clause or application, and
 - 19.2.1. To this end, the provisions hereof are declared to be severable.
 - 19.2.2. failure by either Party at any time to enforce any provision of this GTC shall in no way affect its right thereafter to require complete performance by the other Party, nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any provision, or be a waiver of the provision itself.

20. DISPUTE RESOLUTION

- 20.1. If any dispute or difference whatsoever arises between the Parties concerning matters relating to or in connection with this GTC or any provision thereof ("the dispute"), the Parties herein shall use their best endeavors to resolve the dispute amicably.
- 20.2. Failing amicable resolution of such dispute by the Parties within 60 days of the occurrence of the dispute, either Party may refer the dispute to the Sri Lanka Courts.

21. GOVERNING LAW

- 21.1. This GTC shall be interpreted and enforced in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

22. ENTIRE GTC

- 22.1. This GTC and the Special Terms marked as Annex A set out the entire agreement and understanding between the Customer and Hutch with respect to their subject matter and shall supersede any and all prior agreements, understandings, promises, and representations made by one Party to the other concerning such subject matter.

23. ANTI-KICKBACK

- 23.1. Hutch may terminate the Agreement without any liability or compensation if Hutch reasonably believes that the Customer or any of its employees, representatives, contractors, or subcontractors has engaged in any of the following activities:
 - i. Offers, gives, promises, receives, or requests any bribes, payment, or other inducement to the staff of Hutch.
 - ii. Becomes aware but fails to inform Hutch of any misconduct involving a bribe committed by the staff of the Customer in

- connection with the negotiation, establishment, and implementation of the GTC; or
- iii. Engages in corrupt activity
- 23.2. In case there is a basis to believe that there have been signals or signs of implementing the behaviors provided under the aforesaid paragraph, the Customer is encouraged to report these suspected behaviors to the Chief Executive Officer of Hutch.

24. DEFINITIONS

- i. "Warranty terms and conditions sheet" means the information mentioned on the warranty card.
- ii. "Hutch" means HUTCHISON TELECOMMUNICATIONS LANKA (PRIVATE) LIMITED (Company Registration No. PV1152), a company duly incorporated under the laws of Sri Lanka and having its registered office at No. 234, Galle Road, Bambalapitiya, Colombo 04.
- iii. "Commitment Period" means a period of 12 calendar months starting from the date of acceptance of the device by the Customer unless otherwise specified in the Special Terms marked as Annex A.
- iv. "Customer" means the person or entity indicated that receives the service from Hutch GTC.
- v. "Mobile broadband package" means the mobile service product issued by Hutch.

Hutchison Telecommunication Lanka (Private) Limited

Signature :

Name :

Contact Number :

NIC : Date:

Customer signature

Signature :

Name :

Contact Number :

NIC : Date: