



Contract of employment for Tharindu Priyashan Senevirathna (Holder of NIC bearing no. 960430581V)

We, at Alofa Techlabs (Pvt) Ltd a company duly, registered under the companies Act no. 7 of 2007 of the Democratic Socialist Republic of Sri Lanka (Thereinafter referred to as the 'company' which term or expression as herein used shall where the context so requires or admits include the said 'company' and/or its successors liquidators and assigns) with registration no PV 126923 and having its registered office at 251/3, Dewman Palace, Kaduwela Road, Battaramulla are pleased to offer you employment as a **Intern Software Engineer** in the said **Alofa Techlabs (Pvt) Ltd**, with effect from 22nd of September 2021 on the following terms and conditions

1. You will be employed as a **Intern Software Engineer** but we reserve the right to require you to serve on the terms hereunder specified in any similar or comparable capacity
2. **Period**
 - a. Subject to and in accordance with the terms and conditions set out hereunder, the company shall employ you and you shall reserve the company in the capacity of **contract** on the basis of temporary employment
 - i. For a term of 6 months commencing from 22nd of September 2021 till 22nd of March 2022 (both days inclusive), and shall be extended at the sole discretion of the company in pursuance of any of the provisions of this agreement.
3. **Remuneration**
 - a. You will receive a basic salary of Rs. 12,000.00 per month
 - b. The above remuneration package shall be effective till end of term and or undertaking and there shall be no increments.
4. **Company equipment**
 - a. The company shall at the commencement of your employment and/or during pendency shall entrust you with certain equipment as many be necessary for the due execution of your employment
 - b. You are liable to utilize same during the course of employment and subject to clause 6.2 shall return same in the same condition as received (Reasonable wear and tear expected) at the same time of termination
 - c. The company at the time of handing over of such equipment shall require you to accept same in writing and thus such written acceptance shall be considered part of this contract

5. Termination of employment

- a. Your employment may be terminated by either party with one month notice or by the payment of one month's salary in lieu of notice, provided that the company may terminate your employment at any time without notice or payment in lieu of notice on the ground of misconduct and/or breach of any expressed or implied terms of your employment
- b. Immediately upon termination of this agreement either on lapse of the said term and/or completion of the said undertaking and/or subject to the proviso of clause 5.1 and/or for any other reasons whatsoever your employment shall automatically come to an end and shall be liable to handover all properties, assets (movable and immovable) of the company in your possession, to the company
- c. If the termination is to occur due to lapse of the agreed term of employment and/or completion of the undertaking we at our discretion shall inform you in writing prior to such termination of our desire to extend the term or grand further undertaking as the case may be

6. Leave

- a. You will be entitled to ½ a day leave per month on non-cumulative basis

7. Weekly and statutory holidays

- a. Your weekly and statutory holidays shall be in accordance with the shop and office employee's Act. The weekly holidays may be rostered if the management deems it necessary

8. Deduction from salary

- a. Any absence in excess of the leave entitlement or for absence without authority shall result in a deduction from your salary of an amount equal to 1/30th of your gross remuneration in respect of each day of such absence, but without prejudice to the right of the company to take appropriate action in respect of absenteeism.

9. Hours of work

- a. The normal working hours will be from 9.00 a.m. to 6.00 p.m. on week days. These hours are subject to variation depending on company requirements for the proper discharge of your duties under the employment and you shall not be entitled to any remuneration of or compensation and/or premium additional to that provided in clause 2.1 for work performed outside normal hours

10. Transfer

- a. The company may, at its discretion, transfer you to any department or branches in a similar or comparable capacity, whether such department, or branch, is or it not in existence at the time of the commencement of this contract of employment and whether or not such transfer involves a change in working hours on working days. Further, you should be ready to travel overseas with short notice.

- b. Whenever required by the company, should be prepared to travel overseas even on short notice to perform your duties as the company may require/direct

11. Suspension

- a. The company shall have the right to suspend you from service with or without pay, either as a disciplinary measure or pending disciplinary proceeding.

12. Medical examination

- a. It is a term of your employment that the company shall be entitled to have you medically examined at any stage by a qualified registered medical practitioner or a board of practitioners at the company's cost. It is a condition of employment that you will not have a right to continue in employment, if you are medically considered unfit at any stage

13. General

- a. You will serve the company exclusively, faithfully and diligently, give your whole time and attention to the business and affairs of the company, observe and perform all lawful directions, whether written or oral, that may be given to you from time to time. It is necessary that you should adhere to any standing instructions/orders of the company in existence at any given time. Such standing instructions/orders shall be part and parcel of your contract of employment
- b. Whether during or outside working hours or whether at the workplace or otherwise, you shall not conduct yourself in a manner which may or is likely to cause or be calculated to cause damage to the reputation and/or business of the company or its holding company
 - i. You shall not, either directly or indirectly, engage or be concerned in any other employment or receive fees or pay from others for services rendered without the written consent of the company. Nor shall you engage directly or indirectly, in any other business or occupation without the written consent of the company
 - ii. You shall not receive or accept, whether directly or indirectly, except with the written consent of the company, any profit or commission or any other gain arising out of or from any business enterprise, undertaking or any contract in relation to the company or its associate or subsidiary companies
- c. All copyright works, design right works, designs, drawings, records and software and trademarks which are made, designed or otherwise created by you in the course of your employment shall belong exclusively to the company
- d. You shall forthwith deliver up to the company all designs, drawings, records, software and all and any other expressions of copyright and/or other things containing or reproducing intellectual property in any permanent form whether written, electronics, digital or stored on a computer and which are made by you in the course of your employment on request by the company at any time during the period of your employment; and on the termination of your employment
- e. You shall not at any time either during the period of your employment or after its termination (except in the proper course of your employment or unless required by law)

disclose to any person or use for any purpose any know-how which is made, obtained, acquired, produced or found by you during the period of your employment, any invention made by you during the period of your employment which belong to or is acquired by the company, any information contained in any copyrights, designs, drawings, trademarks, records or software made by you in the course of your employment, or any other information concerning the business, affairs, finances, transactions or trade secrets of the company or any of its clients/customers, except to the extent that same is or thereafter becomes public knowledge through no fault of your own

- f. We reserve the right of search of all employees where considered necessary and accordingly you should be ready and willing to submit yourself to inspection and search whenever we consider it necessary to do so.
- g. If you accept this appointment on the above terms and conditions, please be kind enough to sign the duplicate of this letter under and endorsement in your own handwriting that you so accept it, and return same to us at your earliest convenience.

Yours sincerely,

Sahan Nanayakkara
Managing Director

Tharindu Priyashan Senevirathna