

# Contractor Agreement

06/03/2024

This Statement of Work is issued under and subject to all of the terms and conditions of the Professional Services Agreement dated 06/03/2024, between Company and Contractor.

## Term

This is a fixed term contract for professional services. Contractor agrees to provide Software Engineering Intern services to Company beginning on 06/10/2024 and continuing until notice is provided as outlined below or by 07/30/2024, whichever occurs first. The methods used to provide these Services will be left to the discretion of the Contractor. Although the contract period is as mentioned above, the company will extend the contract depending on the performance and needs of the company. This contract can also be renewed before or after the termination date.

## Services

Services to be provided by Contractor include standard responsibilities of Software Engineering Intern Contractor shall devote as much time as is necessary for the performance of the Services.

## Fees and Expenses

Beginning on 06/28/2024, the Contractor will be paid a fixed sum of 20,000 LKR paid monthly. Invoices will be issued on the 1st of each month, with seven day payment terms. The Contractor is authorised to submit approved expenses incurred during provision of service for reimbursement by the Company. The first payment under this Statement of Work may be prorated depending on the start date and, if so, will be invoiced separately.

## Termination

This Statement of Work will end on 07/30/2023, or when terminated as provided for in the Parties' Professional Service Agreement, whichever occurs first. This Statement of Work may also be terminated as provided for in the Parties' Professional Service Agreement.

## Professional Services Agreement Mandadev Software

This Professional Services Agreement (this “Agreement”) is made by and between:  
Mandadev Software under (“Company”).

and

Tiani Perera, having their principal place of work in Sri Lanka under (“Contractor”)

## SERVICE OBLIGATIONS

**1. Statements of Work.** During the term of this Agreement, Company and Contractor may execute one or more statements of work detailing the specific services to be performed by Contractor (as executed, a “Statement of Work”). Each Statement of Work will expressly refer to this Agreement, will form a part of this Agreement, and will be subject to the terms and conditions contained herein. A Statement of Work may be amended only by a signed (by each party’s authorised signatory) and written agreement of the parties.

**2. Provision of Services.** The Contractor will provide professional services to the Company as described in each Statements of Work (“Services”) in accordance with the terms and conditions, milestones, or timelines set forth in each Statement of Work and this Agreement. Unless otherwise agreed by Company, Contractor will determine, in Contractor’s sole discretion, the manner and means by which the Services are accomplished, subject to the requirement that Contractor will at all times comply with applicable law and any specific policies provided by Company. Further, unless otherwise provided in a Statement of Work, Contractor will perform the Services at Contractor’s home, offices, or facilities, using Contractor’s instruments, equipment and tools.

**3. Personal Performance Required.** The Contractor shall promote the interests of the Company and, unless prevented by ill health or accident, devote as much time as is necessary for the performance of your obligations under this Agreement. Where personal performance by Contractor is required, if Contractor is unable to provide the Services due to illness or injury, Contractor shall notify Company as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in respect of any period during which the Services are not provided.

**4. Subcontractors and Substitutions.** Contractor may, subject to the prior written approval of Company, appoint a suitably qualified substitute or subcontractor ("Sub") to perform the Services on behalf of Contractor. Sub is not and shall not be an employee of the Company, and Contractor shall be wholly responsible for the professional performance of the Services by Sub such that the results are satisfactory to the Company. Contractor shall expressly advise the Sub of the terms of this Agreement, and shall ensure the Sub will abide by the same obligations Contractor is subject to under the terms of this Agreement, in particular but not limited to obligations regarding liability, confidentiality, intellectual property, data protection, anti-bribery, anti-corruption, anti-tax avoidance, and other suitable conduct.

Company will continue to pay Contractor under the terms of this Agreement and Contractor shall be responsible for the remuneration of (and any expenses incurred by) the Sub. Contractor will not be paid for any period during which neither Contractor nor any Sub provides the Services. For the avoidance of doubt, the Contractor will continue to be subject to all duties and obligations under this agreement for the duration of the appointment of the Sub.

## CONFIDENTIALITY

**5. Confidential Information** Company's Confidential Information includes all non-public documents and information that have or could have commercial value or other utility. Examples include customer lists, prices and how they are set, intellectual property, employee information, business plans, coding, processes, inventions, computer-related equipment or technology, applications, operating systems, databases and other computer related software technical data, Company's new ideas and methods for doing business. Information is not confidential if it is publicly known, readily available to the public, or if Company specifically allows its disclosure in a written release. But remember, if the information becomes public because of Contractor's violation of this agreement, it is still deemed Company's confidential information and protected by this agreement.

**6. Confidentiality Obligations.** The Contractor agrees to keep Company's confidential information confidential. The Contractor agrees to exercise reasonable care to protect the confidentiality of the Company's confidential information. Reasonable care means at least the same level of care that Contractor would reasonably use to protect Contractor's own confidential information. Contractor agrees that Contractor will not allow anyone else to access Customer Company tools or computer access passwords without Customer Company's written approval.

Contractor agrees that Contractor will not disclose Company's confidential information to any third party. This includes Contractor's agreement that Contractor will use it only for the purposes of the Company's relationship as specified above. To that end, Contractor may disclose the information to Contractor's own employees, consultants, agents, and/or advisors as required to fulfil Company's engagement together. However, Contractor remains fully responsible for any unauthorised disclosure by Contractor's representatives

Contractor agrees that Contractor will not use Company's confidential information in competition with Company. Contractor agrees that Contractor will not use Company's confidential information in any way that harms Company. Contractor agrees that Contractor will not share Company's confidential information with Company's competitors. Contractor agrees that Contractor will not use Company's confidential information for Contractor's own business advantage.

**7. Other Confidentiality Requirements.** Some confidential information like trade secrets, intellectual property, and certain personally-identifiable information is protected by law.

**8. Disclosures.** Contractor agrees to notify Company immediately of any unauthorised access, disclosure, loss or misuse of confidential information, or other breaches of this Agreement by Contractor or Contractor's representatives. Contractor will also use Contractor's best efforts to immediately contain and remedy any such unauthorised access, disclosure, loss or misuse. Finally, Contractor will fully cooperate with Company in any effort to enforce its rights

**9. Specific Remedies for Confidentiality Breach.** Contractor agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Agreement. Therefore, in addition to other remedies available, Company is entitled seek to injunctive relief or specific performance to enforce the terms of the Agreement and Contractor waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim, and further agrees not to oppose the granting of such relief on the basis the Disclosing Party has an adequate remedy at law. Should litigation arise concerning the Agreement, the prevailing party will be entitled to its reasonable attorneys' fees and court costs, in addition to any other relief that may be awarded.

**10. Compelled Disclosures.** Contractor may be required by law, regulatory inquiry, or subpoena to disclose Company's confidential information. If Contractor receives such a request, Contractor will provide Company prompt notice, to the extent allowed by law, and will provide reasonable assistance if Company decides to contest the compelled disclosure.

## PERSONAL DATA PROTECTION

**11. Security Measures.** Contractor shall maintain appropriate technical and organisational measures (for protection of the security (including protection against unauthorised or unlawful processing and against any data breach), confidentiality and integrity of Company's personal data (potential and existing) as required under the applicable data protection laws. Contractor shall regularly monitor compliance with these measures. In processing and/or collecting all the mentioned personal data, Contractor shall follow Company's (or, as the case may be. the customers) instructions regarding such data processing and/or collecting.

**12. Data Processing Activities.** Contractor shall ensure that data subjects whose information is collected and/or processed in connection with Contractor's engagement with Company are provided with appropriate information regarding the processing of their personal data and, where required by data protection laws, Contractor shall obtain their consent to such processing.

**13. Consent.** Contractor hereby provides Contractor's consent to Company for holding and processing data relating to Contractor for Company's legal, personnel, administrative and management purposes arising from Contractor's engagement with Company, in particular to processing of any "personal data" as defined in any applicable data protection laws as appropriate.

## INTELLECTUAL PROPERTY PROTECTION

**14. Ownership Rights.** Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, moral rights, sui generis database rights and all other intellectual property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by Contractor related to Company's business and/or developed with Company resources during the term of Contractor's working relationship with Company (collectively "Inventions") to and only to the fullest extent allowed by applicable laws. These rights for any Inventions shall be transferred to Company in full from the moment of their creation. The Contractor will promptly disclose all Inventions to the Company.

Contractor hereby acknowledges that, unless otherwise agreed in writing by Company, all Work Product eligible for any form of copyright protection made or contributed to in whole or in part by Contractor related to Company's business and/or developed with Company resources during the term of Contractor's working relationship with Company shall be deemed a "work made for hire" laws of the country in which Contractor resides, as well as under the United States Copyright Act, Title 17, United States Code, and shall be owned by Company. Where Contractor is entitled by law to retain some moral rights and/or ownership rights in patentable Inventions Contractor creates, Contractor's ownership rights are limited to the minimum amount required by law. To the extent any rights are not transferable or assignable, Contractor hereby grants Company the exclusive and perpetual, royalty-free right throughout the world to use, print, produce, publish, copy, display, perform, exhibit, transmit, broadcast, disseminate, market, advertise, sell, lease, licence, transfer, modify, and create derivative works in any media or format, now known or unknown, for any purpose whatsoever. Contractor further waives and agrees never to assert any and all rights, or to support, maintain or permit any action based on any moral rights that Contractor may have in or with respect to any Inventions.

**15. Assignment to Company.** Contractor hereby makes all assignments necessary to accomplish the foregoing both in the country of Contractor's residence, and in any other country or territory of Company's choosing. Contractor will do everything in Contractor's power to assist Company, at their expense, to evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. Contractor hereby irrevocably designates and appoints Company as Contractor's agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in Contractor's behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. In other words, Company may stand in Contractor's stead and act on Contractor's behalf for the purpose of assigning Contractor's rights to Company.

**16. Pre-existing Inventions.** Wishing to clarify that Contractor created something prior to Contractor's engagement with Company that is not within the scope of the foregoing assignment, Contractor has listed it on Appendix A in a manner that does not violate any third party rights or disclose any confidential information. Excluding the items listed in Appendix A, and without limiting Company's other rights and remedies, if, when acting within the scope of Contractor's engagement, or otherwise on behalf of Company, Contractor uses or discloses Contractor's own or any third party's confidential information or intellectual property (or if any Invention cannot be fully made, used, reproduced, distributed and otherwise exploited without using or violating the foregoing), Company will have and Contractor hereby grants Company a perpetual, irrevocable, worldwide royalty- free, non-exclusive, sublicensable right and licence to exploit and exercise all such confidential information and intellectual property rights.

**17. Rights Assignment.** To the extent allowed by law, Contractor assigns all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively “Moral Rights”). To the extent Contractor retains any such Moral Rights under applicable law, Contractor hereby ratifies and consents to any action that may be taken with respect to such Moral Rights by or authorised by Company and agree not to assert any Moral Rights with respect thereto. The Contractor will confirm any such ratifications, consents and agreements from time to time as requested by the Company.

**18. Open Source Components.** Contractor will not incorporate any invention, improvement, development, concept, discovery, work of authorship or other proprietary information owned by any third party into any invention or other intellectual property object without Company prior written permission or instruction, including without limitation any free software or open source software. Contractor further agrees not to use any open source code for developing, modifying or adoption of any programs, databases, software for Company if the use of the code is directly prohibited according to the terms of respective

**19. Duration of Intellectual Property Obligations.** Indefinitely. Contractor's confidentiality and intellectual property obligations under this Agreement shall remain in effect after termination of this Agreement, regardless of the reason or reasons for termination. These obligations also shall be binding upon Contractor's heirs, executors, assigns, and administrators for the benefit of Company, its subsidiaries, successors and assigns.

## **PAYMENT OBLIGATIONS**

**20. Fees.** As compensation for the Services provided by Contractor, Company shall pay Contractor the amounts specified in each Statement of Work in accordance with the terms set forth therein. Contractor acknowledges and agrees that Company’s payment obligation will be expressly subject to Contractor’s completion of specified Services and/or achievement of milestones to Company’s reasonable satisfaction.

**21. Expenses.** Unless otherwise provided in the Statement of Work, Contractor shall not be authorised to incur any expenses on behalf of Company and will be responsible for all expenses incurred while performing the Services. Where submission of expenses are allowed by a Statement of Work, as a condition to receipt of reimbursement, Contractor obtains written preauthorization for the spend, and shall submit to Company reasonable evidence that the amount involved was both reasonable and necessary to the Services provided under the Statement of Work.

## TERM & TERMINATION

**22. Term.** This Agreement will commence on the date signed fully executed by both parties and will remain in full force and effect for as long as Contractor is performing Services pursuant to a Statement of Work, unless the Agreement or the Statement of Work is terminated earlier in accordance with Paragraphs 10, 11, 12, 13, or as provided elsewhere in the Agreement.

**23. Termination for Cause.** Company may terminate this Agreement (including all Statements of Work) with immediate notice and with no liability to make any further payments to Contractor (other than in respect of amounts accrued before the Termination Date) if at any time Contractor, or any of its subcontractors:

- a. commits gross negligence, intentional misconduct or poor performance affecting the business of Company, including but not limited to acts of fraud or dishonesty, material breaches of Company's code of conduct-related rules and policies (including relating to bribery, corruption, tax evasion, data protection, equality and diversity, and health and safe
- b. commits any crime, bribery, tax evasion, or criminal facilitation offense;
- c. winds up, declares bankruptcy, has a lien or other asset-based court order filed against Contractor, or otherwise makes arrangements with or for the benefit of Contractor's creditors.

**24. Termination for Breach.** Either party may terminate this Agreement (including all Statements of Work) if the other party breaches any material term of this Agreement and fails to cure such breach within 5 days following a written notice thereof from the non-breaching party.

**25. Termination for Convenience.** Either party may terminate this Agreement (including all Statements of Work) at any time, without assigning any reason, upon at least 30 days written notice to the other party. Either party may also terminate an individual Statement of Work at any time, without assigning any reason, upon at least 30 days written notice to the other party.

**26. Effect of Termination.** Upon the termination of this Agreement, Company will pay Contractor for any portion of the Services that have been performed up to and including the date notice of termination was given. Such payments will be made pursuant to this Agreement and any operable Statements of Work. Contractor must, in turn, provide Company all Work Product, including all work in progress as soon as practicable. Additionally, any Company property or Confidential Information in Contractor's possession and any original or copy documents obtained by Contractor in the course of providing the Services shall be returned to Company on request and in any event on or before the termination of this Agreement. Contractor will also undertake to irretrievably delete any



Confidential Information relating to the business of the Company stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in Contractor's possession or under Contractor's control.

## **WARRANTIES & DISCLAIMERS**

**27. Employment Relationship.** Under the terms of this Agreement, Contractor's relationship with Company will be that of an independent contractor providing Services to Company, and not that of an employee, worker, agent or partner of Company. Contractor will not be entitled to any statutory benefits payable to employees or workers by law. To the extent requested by Company or required by applicable law, Contractor will provide Company with all documents to authenticate or validate this business to business relationship. Contractor may be held out as an authorised representative of the Company during this contract, and may have a Company title and email address. However, Contractor is NOT an agent of Company and cannot bind Company in any contracts or other obligations.

**28. No Authority.** Contractor will have no authority to enter into agreements that bind Company or create obligations on the part of Company without the prior written authorization of Company. Contractor will not hold itself out as being an employee, agent, partner or assignee of Company, as having any authority to bind Company or to incur any liability on behalf of Company, and will make such absence of authority clear in its dealings with any third parties.

**29. Performance Standard.** Contractor covenants that Contractor (and any Sub) is duly licensed (as applicable), and will perform the Services in a thorough and professional manner, consistent with high professional and industry standards by individuals with the requisite training, background, experience, technical knowledge and skills to perform Services. Any deviation in the quality of the Services will be remedied by Contractor upon written notice to this effect by Company.

**30. Insurance.** Contractor certifies that it is currently insured and will maintain in force suitable insurance policies. Contractor acknowledges that Company will not carry any liability insurance on behalf of Contractor. Contractor will provide promptly copies of such insurance obtained on reasonable request.

**31. No Conflicts.** Contractor represents and warrants that neither Contractor nor any of the Subs is under any pre-existing obligation or commitments (and will not assume or otherwise undertake any obligations or commitments) in conflict or in any way inconsistent with the provisions of this Agreement. Contractor represents and warrants that Contractor's performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Contractor in confidence or in trust prior to commencement of this Agreement. Contractor warrants that Contractor has the right to disclose and/or use all ideas, processes, techniques and other information, if any, which Contractor has gained from third parties, and which Contractor discloses to the Company or uses in the course of performance of this Agreement, without liability to such third parties. Notwithstanding the foregoing, Contractor agrees that Contractor shall not bundle with or incorporate into any deliveries provided to the Company herewith any third party products, ideas, processes, or other techniques, without the express, written prior approval of the Company. Contractor represents and warrants that Contractor has not granted and will not grant any rights or licences to any intellectual property or technology that would conflict with Contractor's obligations under this Agreement. Contractor will not knowingly infringe upon any copyright, patent, trade secret or other property right of any former client, employer or third party in the performance of the Services.

**32. Non-infringement.** Contractor represents and warrants that Contractor Work Product does not, and will not infringe, misappropriate or violate the proprietary rights of any third party, including, without limitation, any Intellectual Property or any rights of privacy or rights of publicity, except to the extent any portion of Contractor Work Product is created, developed or supplied by Company or by a third party on behalf of Company.

**33. Contractor Compliance.** Contractor will be solely responsible in relation to itself and/or its own employees of Sub for:

a. payment of all taxes, salaries, benefits, national insurance premiums, social security contributions, withholding taxes, workers' compensation, unemployment and disability insurance, and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services required by any government agency, other competent authority, or court of law; and

b. compliance with applicable labour and employment laws and obligations governing its status as an independent contractor, sole proprietorship, or other form of business organisation, and/or governing its own employees assigned to the performance of Services; and

c. reporting to all applicable government agencies and authorities as income all compensation received by Company pursuant to this Agreement;

d. ensuring that none of its employees hold themselves out as being the employees of Company or having any authority at any time to bind Company, or otherwise attempt to claim any employment or other relationship with Company;

e. complying with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption;

f. promptly reporting to Company any request or demand for any undue financial or other advantage of any kind received by Contractor in connection with the performance of this Agreement;

g. not engaging in any activity, practice or conduct which would constitute either a foreign or domestic tax evasion or tax evasion facilitation offence;

h. promptly reporting to Company any request or demand from a third party to facilitate the evasion of tax or any suspected tax evasion offence or facilitation of tax evasion offences whether under local law or under the law of any foreign country, in connection with the performance of this Agreement; and

i. complying with all applicable laws and policies notified to Contractor regarding a prohibition against discrimination, harassment and bullying; and

j. as required, certifying to the Company in writing Contractor's compliance with this clause.

**34. Services for Competitors.** Contractor represents and warrants that Contractor does not presently perform or intend to perform, during the term of the Agreement, consulting or other services for, or engage in or intend to engage in an employment relationship with, companies whose businesses or proposed businesses in any way involve products or services which would be competitive with the Company's products or services, without written approval from Company. The Company reserves the right to terminate this Agreement immediately if it is determined that the Contractor is performing such work without written authorization, except where such action is prohibited by law.

**35. Non-Solicitation.** During the term of this Agreement and for a period of one (1) year thereafter, Contractor will not directly or indirectly solicit the services of any of Company's employees, workers or contractors for Contractor's own benefit or for the benefit of any other person or entity. Company will not directly or indirectly solicit Contractor's employees for Company's own benefit or for the benefit of any other person or entity or attempt to induce such employees, workers or contractors to terminate their employment/contract (whichever relevant) with Company.

**36. Permanent Establishment.** Whether Company is deemed to have established a taxable presence in a jurisdiction where Contractor is providing Services to Company is a function of Company and Contractor's activities in that country. Both parties acknowledge that Company does not intend to create a permanent place of business in the jurisdiction, and will not make representations or act otherwise.

**37. Force Majeure.** If Contractor is delayed, hindered, or prevented from providing Services by reason of war, riot, sabotage, terrorist act, flood, fire, earthquake, hurricane, tornado, radiological emergency, computer virus or worm, governmental or quasi- governmental law, regulation or court order, or any other cause of like nature beyond reasonable control, Contractor will provide notice to Company within five (5) business days of becoming aware of the event or circumstances causing the work stoppage. Contractor is obligated to make commercially reasonable efforts to resume Services as soon as practicable under such circumstances, but may not be held liable for delays in Service due to Force Majeure. If the stoppage of work lasts for more than thirty (30) calendar days, either Party may unilaterally terminate the Statement of Work.

## **LIABILITY & INDEMNIFICATION**

**38.** Nothing in this Agreement will exclude or limit either party's liability for losses incurred by the other party resulting from: breach of any applicable law; fraud; or death or personal injury due to the willful intent, gross negligence of the other party or that of their employees, or subcontractors.

**39. Liability for Performance.** Contractor be liable for, will indemnify, and hold Company harmless from and against all damages, liabilities, losses, penalties, fines, expenses and costs (including reasonable fees and expenses of attorneys and other professionals) arising from any breach of the terms of this Agreement and/or any Statement of Work by Contractor, or any of its subcontractors, or any other action or inaction by Contractor, or any of its subcontractors.

**40. Liability for Contractor Relationship.** Contractor is an independent contractor and nothing in this agreement shall render Contractor an employee, worker, agent or partner of the Company and Contractor shall not hold itself out as such. Acknowledging the compliance obligations required of a Contractor, Contractor agrees to be liable for, to indemnify, and to hold Company harmless from and against all damages, liabilities, losses, penalties, fines, expenses and costs (including reasonable fees and expenses of attorneys and other professionals) arising from or relating to any obligation imposed by any government agency, other competent authority, or court of law on Company to pay any withholding taxes, social security, unemployment or disability insurance, employees' retirement and/or pension benefits or similar items in connection with compensation received by Contractor pursuant to this Agreement.

**41.** In the event Contractor is found to have violated applicable laws or regulations, Contractor will indemnify Company for and in respect of:

a. payment of all taxes, salaries, benefits, national insurance premiums, social security contributions, withholding taxes, workers' compensation, unemployment and disability insurance, employees' retirement and/or pension benefits and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services required by any government agency, other competent authority, or court of law; except where recovery by Company is prohibited by law; and all reasonable costs, expenses, penalties, fines or interest incurred or payable by Company in connection with or in consequence of Contractor's failure to pay any amounts due and owing to any government agency, other competent authority, or court of law; except where Contractor's failure to pay was caused directly by Company's negligence or intentional misconduct; and

b. any liability arising from any employment-related claim or any claim based on worker status (including reasonable fees and expenses of attorneys and other professionals) brought by Contractor or any subcontractor against Company arising out of or in connection with the provision of the Services.

**42. Set-off.** To the extent permitted by law, the Company may satisfy any indemnity (in whole or in part) by way of deduction from any payment due to the Contractor.

**43. Limitations of Liability.** IN NO EVENT, WILL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR EXEMPLARY LOSSES, DAMAGES, OR EXPENSES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOST BUSINESS PROFITS OR REVENUE, LOSS, INTERRUPTION, OR UNAVAILABILITY OF DATA, INTERRUPTION OF BUSINESS OPERATIONS, LOSS OF GOODWILL, OR THE COST OF THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES). EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH 21, EACH PARTY'S LIABILITY WILL NOT EXCEED THE UNDISPUTED OUTSTANDING BALANCES OWED TO CONTRACTOR UNDER EACH STATEMENT OF WORK.

## MISCELLANY

**44. Assignment.** Contractor may not assign, transfer, delegate or subcontract this Agreement or any of the services, in whole or in part, without Company's express prior written consent. Any attempt to assign or subcontract this Agreement, without such consent, will be void. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns.

**45. Dispute Resolution, Choice of Law and Forum.** If a dispute arises, the parties will try in good faith to resolve it amicably. Each Party will notify each other of any asserted breach susceptible to being cured, and give the other a chance to cure. The Parties agree to arbitrate any unresolved dispute under this Agreement!or related to their relationship, even if not arising under this Agreement!in a single arbitrator arbitration in Colombo pursuant to the International Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by a single JAMS arbitrator (under its then-effective rules). Parties waive any right to bring any dispute on a class, private attorney general, representative, or similar basis. Parties agree to bear their own costs and split arbitration costs. Each Party agrees that the arbitrators are not empowered to award damages in excess of the limitations of liability specified in this Agreement. The result of the arbitration will be binding on the Parties and the judgement on the arbitrator's award may be entered in any court having jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of WY, Sri Lanka without regard to its conflict of law provisions. The UN Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the Parties under this Agreement.

**46. No Third Party Beneficiaries.** The Parties intend that non-parties to this Agreement have no beneficiary rights under it.

**47. Waiver.** No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by Applicable Law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**48. Survival.** Company's obligation to pay unpaid invoices and Contractor's remedies for non-payment survive termination of this Agreement. The rights and obligations of the parties set forth in the sections titled "Warranties & Disclaimers" and "Liability & Indemnification" shall remain in full force and effect, regardless of any termination or cancellation of this Agreement for the maximum period allowable by law.

**49. Electronic Notices and Signatures:** Notice under this Agreement must be in writing. You may deliver notices by email to the email addresses provided in this Agreement for each Party or to such other email addresses specified by either Party (or by FedEx or other trackable mail to the address listed above). The parties consent to the use of electronic signatures to execute this Agreement and any Statements of work. Each party further agrees that electronic signatures are valid and binding on the parties.

**50. Severability:** If any part of the Agreement is found to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect as if the unenforceable part did not exist. The Agreement will be construed in its entirety, giving meaning to its whole, and not strictly for or against Company or Customer.

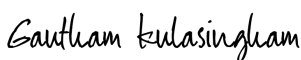
**51. Entire Agreement:** The Agreement, together with any Addenda, and all duly executed Statements of Work, constitutes the entire Agreement between Company and Contractor, and supersedes all prior understandings and agreements. To the extent of any conflict between this Agreement and any other agreement between the Parties, this Agreement shall supersede such other agreement to the extent of such conflict except if such other agreement explicitly states otherwise. Handwritten changes to the Agreement are unenforceable. Any change or waiver of any provision of this Agreement must be in writing and signed by the parties hereto. Each party agrees that it will have no claim for innocent or negligent misrepresentation based on any provision of this Agreement.

**52. Authority to Bind:** Signatories below represent and warrant that they have full power and authority to enter into the Agreement and to fulfil all its terms and conditions. The Agreement may be executed electronically, by facsimile, and in counterparts.

**By signing below Company and Contractor agree to the above terms, and any other attached Addendum and referenced Statements of Work.**

Mandadev

Tiani Perera

DocuSigned by:  
  
C7838E78C0AD43A...

Gautham Kulasingham

Tiani Perera