

20th March 2025

Mohammed Nishaam Mohammed Nadeem
No.24/25B,
Dankanaththa Road,
Mabole,
Wattala,
Sri Lanka.

Dear Nadeem,

LETTER OF APPOINTMENT- FIXED TERM CONTRACT

ATLAS POPULI (PRIVATE) LIMITED. [bearing Registration No. PV 121435] a Company duly incorporated in Sri Lanka and having its registered office at No.141/11, Vauxhall Street, Colombo 02, in the Democratic Socialist Republic of Sri Lanka, (the “Company”) is pleased to offer you employment on a fixed term contract with our establishment in the capacity of **ASSOCIATE DATA SCIENTIST - LEVEL 1.**

Terms and conditions of your employment are as follows:

1. FIXED TERM

- 1.1. Your employment with the Company shall be for the fixed period One (01) year from the date of Twenty Fifth (25th) March Two Thousand and Twenty Five (2025) to Twenty Fourth (24th) March Two Thousand and Twenty Six (2026) commencement as stated below in Clause 1.2.
- 1.2. The commencement date will be Twenty Fifth (25th) March Two Thousand and Twenty Five (2025).

2. NATURE OF EMPLOYMENT

- 2.1. You will be employed on a full-time basis during the term created herein and shall report to the Project Manager assigned to you (or such other position as directed from time to time).
- 2.2. Under your employment with the Company during the fixed term you will be assigned the following list of duties and responsibilities relevant to your designation:
 - 2.2.1. Collect, clean and prepare large sets of data for statistical and machine learning modeling as required;
 - 2.2.2. Identify opportunities for leveraging data to optimize and improve product development;
 - 2.2.3. Work with teams to implement end-to-end data driven features on multiple projects;
 - 2.2.4. Assess the effectiveness and accuracy of new data sources and data gathering techniques;
 - 2.2.5. Use analytical approaches to design models and algorithms that enable optimal value extraction from the data;
 - 2.2.6. Coordinate with different business units to implement custom data models and algorithms to apply to data sets;
 - 2.2.7. Develop processes and tools to monitor and analyze model performance and data accuracy;
 - 2.2.8. Analyze data to identify patterns and trends;
 - 2.2.9. Interpret the data to discover solutions and opportunities;
 - 2.2.10. Update and maintain existing dashboards;
 - 2.2.11. Communicate data insights and recommendations to stakeholders through visual presentations/ reports;
 - 2.2.12. Plan, conceptualize, and create mechanical designs for new products;
 - 2.2.13. Develop testing processes, and perform testing and validation of new designs;
 - 2.2.14. Generate working prototypes for prototype testing and customer demonstration
 - 2.2.15. Perform engineering calculations to support design work;
 - 2.2.16. Create and review technical drawings, plans, and specifications using computer software;
 - 2.2.17. Collaborate with multi-disciplinary engineering teams, and work with vendors and contractors;
 - 2.2.18. Perform detailed documentation to track project development and design process;
 - 2.2.19. Ensure project timeline is met and project stays within budget;
 - 2.2.20. Follow industry best practices in design for manufacture, design for assembly and human centric design principles;
 - 2.2.21. Show high proficiency in design tools including Autodesk Fusion 360 and other technology stack items;
 - 2.2.22. Follow project management processes of the Company;
 - 2.2.23. Operate fabrication equipment and follow all SOPs and safety standards at all times;

- 2.2.24. Demonstrate continuous learning and improvement;
 - 2.2.25. Achieve minimum productivity standards;
 - 2.2.26. Practise habits for success and all other items as outlined in the in the Success Guide of the Company;
 - 2.2.27. Grow and promote company cultural values of passion, commitment and excellence; and,
 - 2.2.28. Any other duties and responsibilities connected and incidental to your assigned duties and responsibilities herein.
- 2.3. You will be expected to discharge all duties and responsibilities diligently and you will be answerable to the Company and/or its management and will be held liable by the Company for any neglect or non-performance thereof.
 - 2.4. You shall serve the Company faithfully and efficiently, perform your duties to the best of your ability and carry out instructions and directions of the Company and/or its management and all others who are in a position of authority over you. You shall conduct yourself with courtesy and decorum at all times.
 - 2.5. You are expected to comply with all applicable laws and regulations during your employment when discharging your duties and responsibilities.
 - 2.6. You are expected to travel, if required by the Company, as a part of discharging your duties and responsibilities during your employment with the Company.
 - 2.7. During your employment, you must not:
 - 2.7.1. speak to or contact any branch of the media with regard to any matter affecting the Company or any Group company without the prior written approval of the Company. You acknowledge that a breach of this clause would be deemed as a gross misconduct on your part and the Company may at its sole discretion terminate your employment without notice;
 - 2.7.2. deal with or misuse any assets belonging or owing to the Company other than as required to properly perform your duties and responsibilities;
 - 2.7.3. engage in any employment or engagements outside the Company, whether on a remunerated basis or not, without the express written consent of the Company; and/or
 - 2.7.4. accept any payment or benefit from a third party as an inducement or reward for any act or forbearance in connection with your employment or the business of the Group. This prohibition will not apply to reasonable entertainment and hospitality given to you in the course of your employment which is consistent with your duties.

3. PROBATION

- 3.1. Your employment will be subject to a probationary period of Six (06) months from the date of commencement of your employment (as stated in Clause 1 above). The Company reserves the right to extend your probation, if and where it considers such steps as necessary. You will be deemed to be on probation until confirmation of your employment is intimated to you in writing.
- 3.2. During the said period of probation, if the company finds that the work entrusted to you is not carried out satisfactorily or you are considered unsuitable for the type of work assigned to you or you have not made sufficient progress and aptitude in your field of work, the Company reserves the right to terminate your services without notice and without assigning any reasons on or before the end of the period of probation.

4. REMUNERATION/ COMPENSATION, BENEFITS AND EXPENSES

- 4.1. Your Gross Salary will be Rupees One Hundred and Twenty Thousand Only (Rs.120,000/-) computed in the following manner:
 - 4.1.1. Basic monthly salary on which EPF and ETF will be computed on will be Rupees One Hundred Thousand Only (Rs 100,000/-); and,
 - 4.1.2. Fixed Allowance of Rupees Twenty Thousand [Rs. 20,000/-].
- 4.2. The Company at its sole discretion may qualify you to receive any allowance during the period of employment. All allowances will be based on your performance and will be subject to ongoing review and amendment periodically at the discretion of the Company.
- 4.3. Your salary will be transferred into a Bank account that will be nominated by you.
- 4.4. The Company shall be entitled to deduct any money owed by you to the company from your consolidated basic salary and such deduction will be notified to you by writing with reasons for such deductions.
- 4.5. Increments, if any, will be awarded solely at the discretion of the Company.
- 4.6. The Company may provide you with discretionary benefits from time to time. These benefits are provided on a discretionary basis and may be varied or removed at any time at the sole discretion of the Company. The discretionary benefits do not form part of your Remuneration for any purpose.

- 4.7. The Company shall reimburse you for all pre-approved business expenses incurred by you in the proper performance of your duties and responsibilities. You are expected to submit to the Company a valid tax invoice or such other reasonable proof in order to qualify to be reimbursed for the pre-approved business expense.

5. STATUTORY BENEFITS

- 5.1. *Employees Provident Fund (EPF)*. During your term of employment you shall contribute 8%, amount calculated on your remuneration to the Employees Provident Fund and the Company will contribute 12% amount calculated on your employment payment thereto.
- 5.2. *Employees Trust Funds (ETF)*. During your term of employment, the Company shall contribute 3%, amount calculated on your remuneration to the Employees Trust Fund.

6. LEAVE AND HOLIDAYS

- 6.1. During your term of employment you shall be entitled to leave in terms of the Shop and Office Employees Act No. 19 of 1954.
- 6.2. During the first calendar year of your employment you will be granted casual leave on the basis of half day for each completed period of one months' service. You may only utilize this leave with the prior approval of the Company.
- 6.3. You must provide a medical certificate or a statutory declaration setting out your reasons for taking personal leave where the period of personal leave exceeds two (02) days or as otherwise required by the Company.
- 6.4. Leave shall be taken in accordance with the conditions and procedures as set forth by the Company.
- 6.5. Absence without leave or intimation in writing to the Company is considered a serious breach of your contractual obligations.
- 6.6. Any absence or leave in excess of the leave entitlement shall result in deduction from your salary of an amount equal to 1/30th of your gross remuneration in respect of each day of such absence.

7. HOURS OF WORK

- 7.1. During your term of employment you shall carry out your duties from **Monday – Friday** between the hours of **8:00 AM – 5:00 PM** (inclusive of one (01) hour meal break) and such further hours as may from time to time become necessary in order to meet the Company's business or during such hours as the Company may from time to time reasonably require of and you shall not be entitled to receive any additional remuneration for work done outside the normal hours of work.
- 7.2. During your term of employment the Company reserves the right, at its sole discretion, to revise, amend or extend the working hours should the need arise, subject to governing laws of the Country.

8. PLACE OF EMPLOYMENT AND TRANSFERS

- 8.1. You will be employed in the Office of the Company located within Sri Lanka which is presently at No.141/11, Vauxhall Street, Colombo 02, Sri Lanka.
- 8.2. During your term of employment you will be required to serve the Company in the above-stated Office or in any of its other offices in Sri Lanka or elsewhere as determined by the Company.
- 8.3. During your term of employment you should at all times in all places, conduct yourself with the propriety and decorum consistent with your appointment and shall not display and/or be guilty of intemperate behavior or any act or conduct which may reflect adversely on your ability or integrity or which may cause loss or damage to the Company, its business, property or reputation.

9. COMPANY EQUIPMENT/MATERIAL

- 9.1. During your term of employment with the Company you may be provided with equipment/material including but not limited to laptop/s, mobile phone/s, mobile network connection/s, apparel to be used for the purpose of employment with the Company in good faith and expressly agree that it will not be used for illegal and/or unauthorized purposes or any purposes that are not in the best interest of the Company.

10. TERMINATION

- 10.1. You are required to give at least two (02) months' written notice to the Company in the event you wish to terminate the term of employment created herein.
- 10.2. Your term of employment may be terminated by the Company and/or its Management:
- 10.2.1. In terms of Clause 3.2 herein;
- 10.2.2. For misconduct with or without notice; or,

10.2.3. By giving you one (01) months' notice in writing or by paying to you a sum equivalent to one (01) months' total remuneration in lieu of such notice.

10.3. Upon termination of your term of employment with the Company for whatever reason, you shall promptly deliver to the Company all originals and copies of all documents, records, software programs, media and other materials containing any of the Company's Confidential Information or Intellectual Property Right. You shall also return to the Company all equipment, files, software programs, laptops, mobile phones and any other personal property belonging to the Company. If such property of the company is damaged or lost you will be required to compensate and indemnify the Company for such loss or damage.

11. DATA PROTECTION

11.1. Any data of any third party acquired by you directly or indirectly in the performance of your duties and responsibilities shall remain at all times within the Company and shall only be used for the purposes of carrying out the duties and responsibilities assigned to you by the Company and/or its management and shall not be further processed or disclosed without the consent of the Company and you shall take all reasonable precautions and necessary steps to preserve the integrity of such data and prevent any corruption, alteration, loss, misappropriation, damage or any accidental or unlawful destruction of such data where doing so would amount to breach of data protection laws or regulations as applicable in the respective jurisdiction of the source.

12. CONFIDENTIALITY

12.1. During and after your employment with the Company, you must:

- 12.1.1. keep any Confidential Information secret and confidential, except to the extent that you are required by law to disclose it;
- 12.1.2. take all reasonable and necessary precautions to maintain the secrecy and prevent the disclosure of any Confidential Information;
- 12.1.3. not use any Confidential Information except as is strictly necessary in the ordinary and proper course of your employment; and
- 12.1.4. not disclose Confidential Information to any third party except as is strictly necessary in the ordinary and proper course of your employment and having first ensured that the third party agrees to keep the Confidential Information confidential in terms no less restrictive than those set out in this clause.

12.2. In this agreement "Confidential Information" means information in any medium (whether oral, written, stored electronically or magnetically or otherwise in machine readable form) relating to:

- 12.2.1. any information in respect of the business of the Company (including, but not limited to any trade secret, idea, concept, process or know-how) which is not in the public domain;
- 12.2.2. the affairs, ideas, business plans, activities and/or operations of the Company (including without limitation the parties with whom any company deals);
- 12.2.3. any Intellectual Property Rights belonging to the Company or any of its affiliates or Group companies;
- 12.2.4. information relating to existing and/or future developments, business opportunities or business practices of the Company;
- 12.2.5. details of the Company's policies, procedures, manuals, handbooks, contracts and agreements to which any Company affiliate is a party; financial information of the Company; strategic information of the Company and information about the Company's current and future projects and arrangements,
- 12.2.6. all other matters relating to the internal or external operations or plans of the Company;
- 12.2.7. all data and information of the Company's customers or clients;
- 12.2.8. the terms of this agreement; and,
- 12.2.9. any materials or information whether marked confidential or not which is of a commercially sensitive nature, including information reasonably to be regarded as confidential from its nature and content.

13. INTELLECTUAL PROPERTY RIGHTS OF THE COMPANY

13.1. Any Intellectual Property Rights which are developed, conceived, created, discovered, produced or otherwise generated by you in the course of your employment or, during the period you are employed by the Company, which relates in any way to the Confidential Information or other information or property of the Company or a Group company, either individually or otherwise, shall be the sole and exclusive property of the Company and the Company shall own any right, title and interest to such Intellectual Property Rights.

- 13.2. You shall assign to the Company at the Company's expense, any right, title and interest in and to any Intellectual Property Rights referred to in clause 13.1 above whenever requested to do so by the Company and you shall execute any applications, assignments or other instruments which the Company deems desirable or necessary to protect such interest.
- 13.3. To the extent permitted by law, if you have Moral Rights in any Intellectual Property Rights owned by the Company,
- 13.3.1. irrevocably consent to any amendment of Intellectual Property Rights in any manner by the Company for the purposes of the Company's business without further reference to you in any capacity; and,
- 13.3.2. consent to the Company, its successors and licensees and any person authorised by it doing all or any acts or omissions (whether occurring before or after this agreement is signed) which may infringe your Moral Rights including by failing to identify you as the author of the intellectual property; falsely attributing the intellectual property; subjecting the intellectual property to derogatory treatment; and any and all acts or omissions in exercising a right comprised in copyright including without limitation the right to reproduce, communicate, publicly exhibit or adapt.
- 13.4. In this agreement:
- 13.4.1. *Intellectual Property Rights* means all industrial and intellectual property rights of whatever nature throughout the world conferred under statute, common law or equity, whether existing now or at any time in the future, and includes without limitation rights in respect of or in connection with inventions (including patents), formulae, databases, business processes and methods, trademarks, service marks, business names, trade names, domain names, designs, Confidential Information, trade secrets and know-how and similar industrial and intellectual property rights, copyright materials whether or not registered or registrable, and includes the right to apply for or renew registration of such rights.
- 13.4.2. *Moral Rights* means moral rights within the meaning of Section 10 of the Intellectual Property Act No. 36 of 2003 and any analogous rights arising under statute that exist, or may come to exist, anywhere in the world.

14. NO SOLICITING

- 14.1. You are required at all times during the term of your employment and for a period of 36 months thereafter, not to canvas or solicit personally or through others or by letter, advertisements or otherwise howsoever, the Company and or and of its Group Companies, associate firms, customers, clients, partners, joint venture co-operations, whether local or foreign.

15. NO MOONLIGHTING

- 15.1. During your term of employment created herein you shall not without the prior written consent of the Company;
- 15.1.1. hold part employment elsewhere;
- 15.1.2. directly or indirectly engage or be concerned in any other form of employment; and/or,
- 15.1.3. in any way engage as an independent contractor.

16. NON COMPETITION

- 16.1. You agree that during your employment with the Company and for a period of Twenty-Four (24) months from the termination of your employment, you shall not whether directly or indirectly, on your own account or jointly with or on behalf of any other person or corporation, in any capacity, including as principal, partner, agent, officer, consultant, employee, advisor or shareholder (excluding the holding of less than Five per cent (05%) of the stock of a public company) or otherwise on any account or pretence:
- 16.1.1. Within Sri Lanka and/or Australia carry on, assist or be employed, engaged or concerned in any business which is engaged, whether directly or indirectly in the Business or which otherwise competes with the business of the Company or any Group company;
- 16.1.2. Solicit, employ or engage any director, manager, employee, contractor or consultant of the Company or any Group company;
- 16.1.3. Entice away, provide services to, accept services from or in any other manner persuade any customer, contractor or supplier to the Company or any Group company to discontinue his, her or its relationship with such company or to otherwise reduce the amount of business they do with such company; and/or,
- 16.1.4. Offer, attempt or prepare to do any of the above.
- In this clause, Business means the business of researching, designing, manufacturing, producing, marketing, selling or distributing;
- 16.1.5. Any products or services of the Company or any Group company from time to time; or,

- 16.1.6. Any products or services similar to or competitive with those of the Company or any Group company from time to time.
- 16.2. You acknowledge and agree that:
 - 16.2.1. Your employment gives you unique and substantial access to the Confidential Information;
 - 16.2.2. In the event you breach this Clause and/or Clause 13 above, including but not limited to the disclosure of the Confidential Information to a competitor of the Company, the Company would be exposed to significant and potentially irreparable damage to its business;
 - 16.2.3. The undertakings in this Clause are reasonable in scope and duration and necessary for the protection of Confidential Information, goodwill and legitimate business interests of the Company
 - 16.2.4. You and the Company intend this Clause to operate to its maximum extent and your employment is adequate consideration for the restraint;
 - 16.2.5. The remedy of damages at law for breach of this Clause and/or Clause 13 above would be inadequate and that temporary and permanent relief by way of injunction against you may be granted in any proceedings which the Company may bring to enforce any of the provisions of those clauses without the necessity of proof of actual damage suffered by the Company;
 - 16.2.6. You will, if required by the Company, provide evidence to the reasonable satisfaction of the Company that you are not in breach of this clause.

17. NO KICKBACKS

- 17.1. During the term of employment you shall not receive or accept whether directly or indirectly, except with the prior written consent of the Company any kickback, profit or commission or any other gain arising out of or from any business enterprise undertaking or any contract in relation to the Company.

18. LOYALTY

- 18.1. During your term of employment you shall serve the Company, its Group Companies and its associate companies exclusively, faithfully and diligently and shall obey, observe and perform all lawful directions whether written or oral that may be given to you from time to time on behalf of the Company. You agree that if you breach the covenant as stated herein this Clause 19 it could cause irreparable damage and harm to the Company and/or its Group Companies and or its associate companies and that such entities shall be entitled to jointly or severally opt for legal remedies in such instances.

19. INDEMNITY

- 19.1. You hereby undertake to indemnify and hold the Company and its Management harmless from and against all or any costs (including, but not limited to, reasonable attorney's fees and other legal and professional costs and expenses), fees, claims, demands, suits, proceedings, actions, expenses, loss and damage for any breach of protecting data or confidential information of the Company and/or the Management which may in turn belong to its Customers or Employees.

20. DISCIPLINARY CONTROL

- 20.1. During your term of employment you shall be liable to disciplinary control and on account of any form of misconduct your employment shall be terminated without notice or payment in lieu. You are also liable to be suspended without pay on account of misconduct.

21. REGULATIONS AND POLICIES OF THE COMPANY

- 21.1. You are bound by conditions, regulations, guidelines, policies, order and rules of the Company from the commencement date of employment.
- 21.2. You are expected to adhere to any conditions, regulations, guidelines, policies, orders and rules that are issued from time to time during your term of employment.

22. MISCELLANEOUS

- 22.1. *Acknowledgment.* You hereby acknowledges that you have been provided with a copy of this Letter of Appointment for review prior to signing it, that you have been given the opportunity to have this reviewed by your own attorney prior to signing it, that you understand the purposes and effects of this Letter of Appointment, and that you have been given a signed copy of this Letter of Appointment for your own records. You acknowledge and agree that any and all Confidential Information was obtained in confidence and the obligation of confidentiality contained herein does not constitute a covenant not to compete, nor do the obligations of confidentiality contained herein unreasonably interfere in your ability to

engage in gainful employment. To the fullest extent possible in law, you expressly waive any rights you may have which are contrary to this Letter of Appointment, to facilitate the fullest possible application of the terms and conditions of this Letter of Appointment.

- 22.2. *Governing law.* This Letter of Appointment shall be construed, interpreted and enforced in accordance with the laws of the Democratic Socialist Republic of Sri Lanka without regard to the conflicts of law provisions. You hereby irrevocably agrees that any suit, action or other legal proceeding arising out of or relating to this Letter of Appointment shall be governed and construed in accordance with the laws of Sri Lanka.
- 22.3. *Cooperation.* You shall cooperate fully with all reasonable requests for information and participation by the Company, its agents, or its attorneys, in prosecuting or defending claims, suits, and disputes brought on behalf of or against the Company and in which you are involved or about which you have knowledge.
- 22.4. *Severability.* In the event that any one or more of the provisions contained in this Letter of Appointment should for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof.
- 22.5. *Good faith.* You and the Company hereto agree that at all times they will perform their duties bona-fide.
- 22.6. *Prior Contracts.* You understand, acknowledge and agree that, as part of the Letter of Appointment by the Company, the Company has not brought and will not bring with you to the Company or use in the performance of your responsibilities at or for the Company any equipment, supplies, facility, or trade secret or other proprietary information of any former employer or principal which are not generally available to the public, unless you have obtained (and provided herewith to the Company a copy of) written authorization for their possession and use. You also understand that, in your Letter of Appointment by the Company, you are not to breach any obligation of confidentiality that you have to others, and you agree that you shall fulfill all such obligations during your employment with the Company.
- 22.7. *Company Property.* All papers, records, data, notes, drawings, files, documents, samples, devices, products, equipment, apparatus, sequences, components, programs, materials, and other physical property, including copies and in whatever form relating to the business of the Company or Affiliates that you possess or create as a result of the Letter of Appointment with the Company, whether or not confidential, are the sole and exclusive property of the Company. In the event of the termination, you will promptly deliver all such materials, photocopies, hard copies and soft copies to the Company.
- 22.8. *Non-Disparagement.* You agree not to make any statements, whether written or oral, that negatively impact or disparage the reputation, practices, or conduct of the Company and/or its affiliate companies, its employees, directors, products, or services. This restriction includes, but is not limited to, comments made in any forum, social media platforms, public gatherings, or private conversations that could be reasonably expected to reach a public forum.

If you accept employment of the Fixed Term Contract on the aforementioned terms and conditions please return the attached copy of this Letter of Appointment duly signed to the undersigned.

Matti Hiob

Matti Hiob
Director
Atlas Populi (Pvt) Ltd.

ACCEPTANCE

I, Mohammed Nishaam Mohammed Nadeem, (bearing NIC No.200422404851) of No.24/25B, Dankanaththa Road, Mabole, Wattala, Sri Lanka, accept employment with the Company on the terms set out above.

Mohammed Nishaam Mohammed Nadeem

Mohammed Nishaam Mohammed Nadeem

Audit trail

Details

FILE NAME FTC - Nadeem Nishaam - 24/3/25

STATUS ● Signed

STATUS TIMESTAMP 2025/03/24
16:36:21 UTC

Activity



SENT

hr@atlaslabs.com.au **sent** a signature request to:

- Matti Hiob (matti.hiob@atlaslabs.com.au)
- Mohammed Nishaam Mohammed Nadeem (mnadeemnishaam@gmail.com)

2025/03/24
11:46:28 UTC



SIGNED

Signed by Matti Hiob (matti.hiob@atlaslabs.com.au)

2025/03/24
15:36:37 UTC



SIGNED

Signed by Mohammed Nishaam Mohammed Nadeem (mnadeemnishaam@gmail.com)

2025/03/24
16:36:21 UTC



COMPLETED

This document has been signed by all signers and is **complete**

2025/03/24
16:36:21 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.