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PART TIME STUDENT EMPLOYEE AGREEMENT

This Student Employee Agreement is entered into as of November 13, 2024, by and between Convogrid (Pvt) Ltd, a company registered and existing under the laws of Sri Lanka, with its principal place of business at 507/3A, Weerodara Mawatha, Arrawala, Pannipitiya (hereinafter referred to as the "Company"), and Hapuarachchilage Kaviru Sri Rithmaka Hapuarachchi of 188/114/X, Wilimbula, Henegama holding NIC 200226103150 (hereinafter referred to as the "Employee").

1. Appointment and Scope of Work

The Company hereby appoints the employee to the position of Conversation Design and Marketing Associate for the term specified below. The Employee's duties shall encompass all tasks customarily associated with this role, as assigned by the Company. The Employee is obligated to perform all work in this area in accordance with detailed instructions provided by the Company and in line with industry standards.

The primary responsibilities shall include, but are not limited to, the following:

1. Marketing Activities:

- a. Writing articles, blogs, and other promotional content to support marketing campaigns.
- b. Designing and creating engaging social media posts, banners, and other visual marketing collateral.
- c. Editing and producing high-quality videos, including ideation, scriptwriting, editing, and final production, to support marketing objectives.
- d. Developing and implementing creative marketing strategies to enhance brand visibility and audience engagement.

2. Conversational Experience Design and Development:

- a. Designing conversational flows, scripts, and user interactions to deliver seamless and effective conversational experiences.
- b. Developing and optimizing conversational systems to align with business goals and user needs.
- c. Conducting usability testing and analyzing user feedback to enhance the quality of conversational designs.
- d. Collaborating with internal and external teams to integrate conversational experiences into various platforms.

3. Management of Marketing and Conversational Design Work:

- a. Overseeing the planning, execution, and timely delivery of tasks related to marketing and conversational experience projects.
- b. Prioritizing and delegating tasks effectively to ensure high-quality outcomes and adherence to deadlines.
- c. Monitoring team performance and providing necessary guidance and feedback to maintain standards.
- 1d. Regularly reviewing progress against objectives and adjusting strategies as needed to meet goals.

The Employee is expected to perform these duties with a high level of competence, dedication, and adherence to the Company's goals and standards. The responsibilities outlined above may be adjusted as necessary to meet the evolving needs of the Company. Any job description issued by the Company, whether currently or in the future, shall constitute an integral part of this Employment Contract.

2. Term of Employment

The Employment shall commence on November 13, 2024, and shall continue for a fixed term of thirteen (13) months, concluding on November 30, 2024. The statutory notice period applicable to casual employment relationships shall govern any termination of this Employment.

3. Working hours

The Employee agrees to a regular work schedule of 20 hours per week. The Employee shall also perform additional duties beyond these hours, including on Saturdays, nights, Sundays, or public holidays, if urgently required by the Company's needs or as directed by the Employee's supervisor, subject to applicable law.

4. Prevention from work

In the case of any prevention from work, irrespective of the reason the company must be notified immediately of the reason for absence. In this regard, the employee shall highlight any urgent work matters. The statutory provisions regarding proof of incapacity for work shall remain unaffected. In cases of illness affecting a child, spouse, or equivalent family member residing in the same household, the Employee is granted leave without continued payment of remuneration, in accordance with Sri Lankan labour law.

5. Compensation and Remuneration

The Employee shall receive a gross monthly remuneration of 50,000 LKR, payable on the last day of each month. The Employee is expected to dedicate additional time and effort, as necessary, to achieve key milestones and goals without any additional compensation beyond the stated remuneration. A monthly performance review will be conducted to evaluate the Employee's performance against predefined expectations. If the expectations are not met, the Company reserves the right to adjust the salary or terminate the contract with immediate effect. Compensation for overtime or additional work will not be applicable unless explicitly agreed in writing by the Employee's supervisor. Any special payments remain discretionary and shall not create any future legal entitlement. Assignment or pledging of the remuneration, in whole or in part, is prohibited. Additionally, performance bonuses may be awarded at the Company's discretion based on monthly performance evaluations.

6. Share Allocation

- a. Shares During Employment: The Employee shall not be entitled to receive any shares as part of their compensation during the Employment period, unless explicitly agreed upon in writing.
- b. Agreement Notification: If an agreement is reached between the Employer and the Employee to allocate shares during the Employment, such agreement must be documented in writing, specifying the terms and conditions of the share allocation.
- 2c. Merit-Based Award: Any shares awarded shall be granted based on a meritocratic system, as mutually agreed upon by the Employer and the Employee. This system shall define the criteria and performance indicators for share allocation.

7. Income Tax Liability

The Employee shall be solely responsible for the income tax liability arising from the employment salary, which shall be governed by the applicable tax laws of the Employee's country as amended from time to time.

8. Reimbursement of Expenses

The Company shall reimburse the Employee for travel costs and other expenses upon submission of valid receipts. The scope of such reimbursable expenses must be agreed upon in advance with a managing director of the Company prior to the commencement of any business trip, unless a general written policy governing such expenses is applicable to the entire Company.

9. Confidentiality Obligations

The Employee agrees to maintain strict confidentiality regarding all business and trade secrets acquired during the employment relationship, including proprietary and confidential information related to the Employer and its clients. This obligation shall extend during and after the term of employment, prohibiting the Employee from exploiting, disclosing, or making accessible any entrusted secrets. If the Employee believes this obligation imposes an excessive restriction on professional advancement post-termination, they may submit a written request to the Employer for release from this duty, providing reasons for such request. This obligation also applies to any remuneration agreements between the Employee and the Employer.

Upon termination, the Employee shall promptly return all documents, materials, and copies provided during employment, with no right of retention. The Employee must return all Company records, documents, hardware, and software immediately upon termination or release from work. Likewise, the Employee agrees to maintain strict confidentiality regarding all proprietary information, knowledge, and concepts obtained during the Employment, which obligation shall last for 1.5 years following its completion. During this period, the Employee shall refrain from using, developing, or disclosing any concepts, code, or ideas acquired during their tenure with the Company.

10. Intellectual Property Rights

Any rights to works, inventions, or developments created by the Employee during the course of the employment relationship, including those arising in connection with the Employee's duties, shall be the exclusive property of the Employer, unless otherwise dictated by mandatory law. All work, inventions, or developments created by the Employee during the course of the Employment are also the exclusive property of the Company. The Employee acknowledges that any concepts, code, or ideas developed during the Employment belong solely to the Company and may not be used or replicated by the Employee for 1.5 years following the Employment's end date.

The Employee hereby grants the Employer an unrestricted right to use such works, including rights of distribution, modification, and transfer to third parties, without limitation in time, space, or content. The Employee expressly waives any rights to attribution and to access the work. This provision applies equally to computer programs, content, relationships, and other deliverables created under these conditions. The statutory provisions of the Copyright Act remain unaffected, and these rights are granted free of charge. Additionally, the statutory provisions regarding inventions remain applicable. The Employee agrees to prepare and provide the Company with all necessary documentation to support the proof, defense, exercise, and protection of the Employer's rights and interests.

11. Leave Policy

- a. Leave Entitlement: As this is a part-time employment arrangement, the Employee is not entitled to any leave.
- b. Leave Notification and Coverage: If the Employee needs to take leave due to illness, injury, or other reasons, they must inform their immediate supervisor in advance and seek prior approval. Any leave taken must be compensated by covering the missed hours within the same week, the following week, or, in exceptional cases, within three (3) weeks.
- c. Agreement for Leave: All leave and coverage arrangements must be mutually agreed upon with the Employee's immediate supervisor to ensure operational continuity. Unplanned absences without prior agreement may result in the work being deemed incomplete.
- d. Medical Certificate: If absent due to illness for more than two (2) consecutive days, the Employee must provide a medical certificate from a registered medical practitioner. For extended absences, additional medical evidence may be required.
- e. Applicability of Leave Laws: Sri Lankan statutory leave entitlements do not apply to

this part-time employment arrangement. The Employee is required to fulfil the agreed-upon 20 hours of work per week, regardless of any absences, ensuring all planned tasks and goals are completed.

This leave policy is designed to accommodate the flexible nature of part-time work while maintaining the Company's operational requirements

12. Disclosure of Secondary Activities

The Employee shall promptly inform the Employer of any paid activities currently undertaken or intended to be undertaken in the future, without requiring a prior request, and shall seek the Employer's consent for such activities. The Employer may refuse or revoke consent if the secondary activity is likely to significantly impair the Employee's ability to fulfil contractual obligations or the Employer's legitimate interests. This includes situations where the Employee's work performance is adversely affected, the Employer's business operations or the Employee's assigned duties are impacted, a competitive conflict arises, or there is a violation of statutory provisions, particularly regarding regulated working hours and overtime under Sri Lankan labour law. The Employee is prohibited from advising, promoting, supporting, or participating in enterprises within the Employer's competitive field without prior consent, except for minority shareholdings in customary banking and/or money market products intended for the mass market.

13. Limitation on Claims

Claims arising from the employment relationship must be submitted in writing within three (3) months from the due date. Claims not made within this period are excluded, unless the claiming party was unable to comply despite reasonable diligence. This limitation does not apply to tort claims. If a claim is rejected or not responded to within one (1) month, the claim must be enforced in court within three (3) months of rejection or deadline expiration, or it will be forfeited.

14. Other obligations

The Employee hereby irrevocably assigns to the Company any future claims for damages against third parties arising from events causing incapacity to work, to the extent that the Company makes payments to the Employee due to illness, including ancillary benefits and related costs (e.g., special payments, capital formation benefits, social security contributions). The Employee shall promptly notify the Company in writing of any personal changes relevant to the employment relationship, including change of address. If no such notification is made, Company communications sent to the last provided address shall be deemed Received.

15. Termination Clause

The Company reserves the right to terminate the Employment at any time based on the Employee's performance. Monthly performance evaluations will assess the Employee's adherence to the expected standards. Failure to meet these standards for two consecutive months may result in the termination of this Agreement.

16. Final Provisions

This Contract constitutes the entire agreement between the Parties. Any amendments or additions must be made in writing to be effective, including any waiver of this written form requirement. No verbal agreements exist outside this Contract. Section headings are for reference only and do not affect the interpretation of the Contract. If any provision is or becomes invalid, the remaining provisions shall remain in effect. The Parties agree to replace any invalid provision with one that closely reflects the original intent and economic purpose of the Contract.

17. Governing Law and Jurisdiction

This Contract shall be governed by and construed in accordance with the laws of Sri Lanka. Any disputes arising out of or in connection with this Contract shall be subject to the

exclusive jurisdiction of the courts of Sri Lanka

18. Signature of Both Parties

IN WITNESS WHEREOF, the Parties have executed this Employment Agreement as of the date first written above.

5Hapuarachchilage Kaviru Sri Rithmaka
Hapuarachchi

.....
Individual Name

.....
Signature
Kaviru Hapuarachchi

.....
Printed Name
18.11.2024

.....
Date
Conversational Designer and
Marketing Associate

.....
Title Convogrid (PVT) LTD

.....
Signature
Dulip Gayan

.....
Printed Name
18.11.2024

.....
Date
CEO/Co-Founder

.....
Title
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