

Independent Contractor Agreement

THIS AGREEMENT made as of **1st January 2025** (This "Agreement") by and between Itelasoft Pty Limited ACN 1470 832 159 of Level 4 11 York Street Sydney NSW 2000 ("Itelasoft") and Dilum Harshana Hettimudalige ("Contractor") of 2/2b, Ihala gampolawela, gampola, Sri Lanka.

RECITAL

Itelasoft and Contractor desire to enter into this Agreement to provide for each party's responsibilities with respect to the services described on Exhibit A (attached) (the "Services").

AGREEMENTS

In consideration of the recital and other good and valuable consideration, Itelasoft and Contractor agree as follows:

1. Contractor Responsibilities; Fees. Contractor will perform the Services. Itelasoft shall pay Contractor the amount set forth on Exhibit A within 15 days following receipt of the Contractor's correct invoice for the completion of the Services. Contractor is an independent contractor and shall be solely and personally responsible for all taxes, contributions, and premiums with regard to such payments.
2. Term. The term of this Agreement shall be from **1st January 2025** until further notice or **31st December 2025** and final payment thereof by Itelasoft. Except for material breach of the Agreement by the other party, this Agreement may not be terminated by either party without 90 days' notice except that Itelasoft may immediately terminate this Agreement upon the death or incapacity of Contractor in order to provide for the timely completion of Contractor's services.
3. Ownership of Work Product. Contractor hereby sells, assigns, grants, and transfers to Itelasoft all right, title and interest in any reports, documents, performances, or other copyrighted materials authored or created by Contractor for Itelasoft pursuant to this Agreement, including all copyrights, renewals and extensions thereof.
4. Relationship. The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. Contractor shall in no way become an employee of Itelasoft. Neither party shall have the authority to nor shall either party attempt to assume any obligation by or on behalf of the other party.
5. Expenses. Except as expressly provided to the contrary in this Agreement, all expenses incurred by the parties shall be the sole responsibility of the party who ordered the service or incurred the particular expense.
6. Miscellaneous. This Agreement may not be assigned without the written consent of the other party. Contractor's services are personal in nature and may not be assigned or delegated to any other person. This Agreement represents the entire Agreement between the parties and supersedes any prior oral or written understandings with respect to the Program. This Agreement may only be amended by an agreement signed in writing by all of the parties hereto. Upon execution, this Agreement will be a valid and binding obligation of each party and enforceable in accordance with its terms.

CONTRACTOR:



Print Name: Dilum Harshana

Itelasoft Pty Limited

By: _____

Print Name: **Cameron Shepherd**_____

Title: **Chief Financial Officer**_____

EXHIBIT A

Description of Services:

All Services to be provided by Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that Consultant has represented. The Company shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.

Required Deliverables, if Any:

As advised from time to time.

Payment for Services:

Fixed amount – AUD 168 (One Hundred and Sixty-Eight Australian Dollars per calendar month)

Variable performance component, which will be determined by organizational, project level and individual level performance – **AUD 42** (Forty-Two Australian Dollars per calendar month)

Public Holidays in Sri Lanka will be paid as a normal working day

Two weeks will be paid for non-working period to compensate for standard holiday allotment

Date(s) for Services:

Commencement Date 1st January 2025

Date for Final Completion of Program Services or Contract:

Until further notice and mutual agreement