

SERVICES AGREEMENT ENTERED INTO 05TH OF FEBRUARY 2024

This Services Agreement ("Agreement") is made and entered into on 05th of February 2024 by and between:

TASSEI TECH, a company duly incorporated under the laws of Sri Lanka with registration number PV00288540, and having its registered office in Sri Lanka at Colombo 545/G, Rathna Mawatha, Arawwala, Pannipitiya, Sri Lanka, (hereinafter referred to as 'the Company'), of the ONE PART

and

Gunarathna Adhikari Mudiyansele Ravin Samudika, resigning at No 329, Singakkuliya, Yogiyana and bearing NIC number 200001703482, (hereinafter referred to as 'the Contractor'), of the OTHER PART.

1. Scope of services

The Company shall engage the Services of the Contractor under the role **Full Stack developer** as elaborated in the details below (the "Services"): [description]

2. Terms of engagement

- The engagement of the Contractor shall commence on the **05th of February 2024** and continue until **02nd July 2024**.
- The working hours are structured to align with the standard office schedule, adhering to Monday through Friday, spanning from 9:30 AM to 7:00 PM GMT. This encompasses a total of 8 hours per day, inclusive of a one-hour break, unless an alternative arrangement has been mutually agreed upon by both parties.
- Contractor will be working remotely from home using his equipment.
- Upon the conclusion of this contract, the contractor will be considered for a permanent position if the project goes live and the internship is successfully completed. There will be another interview in this case.
- Employee will represent the company and shall maintain their LinkedIn profile to reflect this association appropriately.

3. Compensation terms

- The contractor agrees to provide services to the Company at no cost. The company will provide training using best practices and latest technology as recognition to the intern's services.

- The Company reserves the sole right to modify the compensation plan. The Contractor acknowledges that such modifications may be made at the discretion of the Company.

4. Leave

The Contractor shall be entitled for 2 days of annual leave per month.. Approval for vacation leave is contingent upon prior discussion and consent from the Company, considering the current circumstances within the Company's organization.

5. Travel

Business-related travel may be facilitated using either company-provided transportation or by seeking reimbursement based on actual expenses, contingent upon approval from the immediate supervisor.

6. Independent Contractor Status

- The Contractor affirms independent contractor status and acknowledges not being an employee of the Company.
- It is expressly acknowledged that the Contractor assumes full responsibility for meeting all tax obligations, withholdings, employment-related expenses, unemployment taxes, Social Security expenses, costs related to equipment and supplies, and any other direct or incidental expenses associated with the Services provided by the Contractor.

7. Obligations of the Contractor

- The Contractor undertakes to execute all assigned duties and tasks diligently, efficiently, and with a high level of professionalism, adhering to a standard of care and diligence commensurate with the nature and scope of the Services.
 - The Contractor agrees to consistently act in the best interests of the Company. This entails consenting to receive instructions from the Company and being accountable for all matters pertaining to the provision of Services.
- The Contractor is obligated to use their best endeavours to protect and advance the interests of the Company. Duties assigned by the Company are to be carried out to the entire satisfaction of the management.

Throughout the term of this Agreement, the Contractor agrees to observe the following restrictions:

- The Contractor shall not, directly or indirectly, partake in any business, trade, or gainful occupation without obtaining the prior written consent of the Company.

- The Contractor is prohibited from receiving any profit, commission, payment, or reward derived from any business activity or contract associated with the Company or its clients without the explicit written authorization of the Company.
- The Contractor shall refrain from securing or soliciting business or customers within or outside Sri Lanka for any other individual or entities engaged in the same or similar business activities as those conducted by the Company, its subsidiary, holding, associate companies, or the clients of the Company.
- The Contractor undertakes not to make any public statements, whether in written or oral form, including those directed towards the press, concerning matters related to the Company or its professional activities, unless explicit and prior written authorization is granted by the Company's executive leadership.

Following the termination of this Agreement, the Contractor shall not disclose any particulars or information related to the Company and/or its clients to any person or institution. This includes, but is not limited to, details regarding affairs, businesses, property, or customer information acquired during the Agreement period. Upon termination of the Contractor's services or at the Company's request, the Contractor shall promptly return all Company-related materials in their possession.

Upon the execution of this agreement, the Contractor shall be conclusively presumed to have acknowledged and fully understood the terms of all pertinent office instructions, whether previously communicated or subsequently provided. Consequently, the Contractor is vested with complete knowledge of all conditions of service within the Company and is duty-bound to strictly adhere to each such condition and obligation without exception.

The Contractor recognizes that a breach of this confidentiality agreement may cause irreparable harm to the Company, and monetary damages would be inadequate as a remedy. Therefore, the Company reserves the right to pursue equitable relief, including injunction, in case of any breach or anticipated breach of confidentiality.

8. Corporate IT Assets Usage

When provided with company devices for work, the Contractor commits to dedicated use for work-related tasks, acknowledging the company's ownership throughout and after the agreement's conclusion. The responsibilities of the Contractor encompass the maintenance and security of the equipment, with a strict prohibition of unauthorized activities.

During/or after the termination of this Agreement or at the Company's request, the Contractor must promptly return all equipment in good working condition, considering normal wear and tear.

9. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Sri Lanka. Any disputes, claims, or legal actions arising out of or in connection

with this Agreement shall be subject to the exclusive jurisdiction of the courts in the Republic of Sri Lanka.

10. Termination

Either party may terminate this Agreement with written notice, provided that the termination notice must be given with a minimum of 7 days in advance notice.

The Company holds the authority to terminate this Agreement promptly:

- In the event of a breach of terms and conditions, misconduct, recklessness, neglect of duty, non-performance, insubordination, insobriety, theft, embezzlement, criminal breach of trust, criminal misappropriation, conversion, fraud, dishonesty, or any act deeming the Contractor unsuitable for retention, as determined by the Company's management.
- If the Contractor is convicted by a Court of Law of a criminal offence involving moral turpitude, or if the Court establishes moral turpitude against the Contractor, even without a resulting conviction.

Termination may be immediate in situations where a material breach establishes reasonable cause or if one party engages in actions that could lead the other party to incur liability for personal injury or property damage.

Following the termination of this Agreement for any reason, the Contractor is required to promptly relinquish possession of all Company property and documents, entrusted to the Contractor during the Agreement period. Failure to do so will grant the Company the right to seek reimbursement from the Contractor for any losses or damages incurred due to this non-compliance.

11. Entire Agreement Clause

This Agreement constitutes the entire understanding between the parties, supplanting all prior agreements, whether oral or written. Any modification, amendment, or waiver of this Agreement requires written and signed consent from both parties. This clause affirms the exclusivity of the written contract, rendering prior discussions or representations outside the contract legally irrelevant.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement as of the date first above written.

Date: 30/01/2024

Director

Contractor

Keith Azzopardi

Ravin Samudika


