

Service Agreement

Suresh Hemal & Kushan Gayantha

February 12, 2026

1 Parties

This Agreement is entered into between:

- **Contractor (Party A):** Suresh Hemal & Kushan Gayantha
- **Client (Party B):** To be determined

2 Definitions

- **Contractor** refers to Suresh Hemal and Kushan Gayantha.
- **Client** refers to the party named as Client (Party B) in the Parties section above and its representatives.
- **Services** refers to the software engineering or related work performed by the Contractor under this Agreement.
- **Calendar days** means consecutive days including every day of the week and every day of the year; no exclusion for weekends, public holidays, or mercantile holidays.

3 Terms and Conditions

3.1 Engagement and commercial terms

1. **Engagement.** The Contractor is engaged as a part-time contractor. No employment relationship is created.
2. **Hours.** The Contractor shall make themselves available for a minimum of 30 hours and a maximum of 60 hours per month, unless otherwise agreed in writing.
3. **Rate.** The Client shall pay the Contractor at the rate of LKR 4,000 (Sri Lankan Rupees Four Thousand) per hour for all approved hours worked. This rate applies only to this Agreement and only for the period ending 2026-12-31. Work outside this Agreement or after that date may be at a different rate.
4. **Hours over 60 per month.** If the Contractor will work more than 60 hours in any month, the Contractor must request and obtain prior confirmation from the Client before doing so. Work beyond 60 hours is paid at the same rate only when such confirmation has been obtained.

5. **Additional developers.** The Client may arrange for additional developers to work with the Contractor. The Contractor is not responsible for their compensation. The Contractor charges only for the Contractor's own hours. The Client pays any such additional developers separately as needed.
6. **External service charges.** The hourly rate does not cover any external service charges. Such charges (if any) are separate and to be agreed or billed separately.

3.2 Scope, delivery and requirements

7. **Testing environments and deployment.** The Client shall provide testing environments. The Contractor will deliver the codebase to the Client. The Contractor has no responsibility for or involvement in the deployment process or related infrastructure.
8. **Contractor-hosted testing environment (optional).** Alternatively, the Contractor may host a testing environment at the Contractor's own setup. In that case, the Contractor will charge for those hosting/services separately. Staging and QA hosting charges are not set out in the Amendment and will be agreed separately.
9. **Serverless vs non-serverless.** Before development begins, the Client must confirm whether the application is to be serverless or not. Any change to this (e.g. from serverless to server-based, or vice versa) after completion of the work will be treated as new work and charged separately.
10. **Single point of contact for requirements.** The Client shall designate one person responsible for delivering requirements to the Contractor. The Contractor will follow requirements only from that designated person and is not obliged to act on requirements or instructions from others who claim to know the requirements. To avoid conflict of personal interests, the Client agrees to assign and maintain this single point of contact for requirements.

3.3 Code and repository

11. **Code contribution (GitHub).** The Client may create a GitHub organization and invite the Contractor as a team member. The Contractor will make all code commits from the Contractor's personal GitHub account. The Contractor will not use any client-provided GitHub account for code commits.

3.4 Meetings, communication and availability

12. **Meetings.** As a part-time contractor, the Contractor is not available for meetings during standard working hours. The Contractor can join meetings on mercantile holidays and on weekends; on-site meetings may be held on such days. Otherwise, meetings are preferred in the evening (after 8:00 p.m.).
13. **Quick calls and standups.** The Client may choose a formal communication medium for project communication (such as Slack, Microsoft Teams, or another agreed tool), and this medium shall be used for daily standups, scheduled meetings, and other formal communication; WhatsApp shall not be used as the formal communication channel. During working hours, short calls are acceptable but must be kept under 15 minutes and may be conducted

via WhatsApp for quick checks, rescheduling discussions, or developer issue discussions. Any standup meetings must be scheduled after 8:00 p.m.

14. **Unavailability.** If the Contractor is not available to work on any day, the Contractor shall notify the Client at least one (1) day in advance.
15. **Support from additional developers.** Any additional developer working on the code may contact the Contractor at any time via WhatsApp regarding code-related issues. The Contractor is not obliged to respond; whether and when the Contractor responds depends on the Contractor's own situation and availability.
16. **Progress updates.** The Contractor is responsible for keeping the Client informed about the project. The Contractor shall provide the Client with a progress update at least every other day.
17. **Project management tool.** If the Client has a preferred project management tool, the Contractor is willing to join it and maintain project status there so that information remains up to date.

3.5 Delivery quality and testing

18. **End-to-end testing.** The Contractor will not perform end-to-end testing under this Agreement. If end-to-end testing is required, it will be charged separately at a rate to be agreed (not the LKR 4,000 per hour rate under this Agreement).
19. **Code quality.** The Contractor is responsible for delivering maintainable, clean code, including unit tests.
20. **QA.** The Contractor is not responsible for QA (quality assurance) work. QA is the Client's responsibility or to be agreed and charged separately if the Contractor is to perform it.
21. **Documentation.** The Contractor shall deliver a technical document and a user manual for the application, to an agreed standard.

3.6 Payment and late payment

22. **Payment.** The Contractor shall submit an invoice at the end of each month. Each invoice must be accompanied by a time track (timesheet) of the work performed. The due date is the invoice date plus 7 calendar days (calendar days; no exclusion for weekends or holidays). The due date shall be stated on the invoice.
23. **Late payment.** Payment is due by the due date (invoice date + 7 calendar days). If paid on or before the due date, no late fee applies. If paid after the due date, a late fee of 2% of the invoice amount per calendar day applies for the full number of calendar days since the invoice date (i.e. including the grace period from invoice date to due date). For example: paid on the 8th calendar day after the invoice date = $8 \times 2\% = 16\%$ of the invoice; paid on the 10th = $10 \times 2\% = 20\%$. If payment has not been received within 7 calendar days after the due date, the Contractor may pause work until the outstanding amount is settled. If payment remains outstanding after 14 calendar days after the due date, the Contractor may withhold further work until the amount due (invoice plus applicable late fee) is paid.

Both parties are encouraged to communicate promptly if any difficulty with the payment schedule is anticipated.

3.7 Intellectual property and confidentiality

24. **Intellectual property—ownership of work.** The Client owns all code and other deliverables produced by the Contractor under this Agreement and paid for by the Client.
25. **Intellectual property—pre-existing IP.** The Contractor retains ownership of the Contractor's pre-existing tools, libraries, methods, and other intellectual property. Use of such pre-existing IP in the deliverables does not transfer ownership to the Client beyond the right to use it in the delivered work.
26. **Confidentiality.** The Contractor shall not disclose the Client's confidential information or the internal details of the Client's products to any third party. This obligation continues after the project or Agreement ends; the Contractor is not permitted to expose the inside story of the products even after the project is completed.

3.8 Term, termination and handover

27. **Term and payment review.** This Agreement remains in effect until the project is finished or until terminated with 14 calendar days' notice under item 28. When the project is close to ending, the Contractor will notify the Client that the project is nearing completion. The payment terms (including rate and invoicing) must be reviewed at least once every year and may be updated by mutual agreement. There is no charge for any period in which the Contractor did not perform work (pay-as-you-go services under the Amendment are excluded and may be charged as set out in the Amendment).
28. **Termination—notice and handover.** Either party may end this Agreement only by giving the other party 14 calendar days' notice in writing. The Contractor will fully hand over the codebase (and transfer full control/ownership as per this Agreement) only when all payments due to the Contractor have been made. Until then, the Contractor retains control of the codebase and does not hand it over. The Contractor must remain as repository administrator on GitHub until all such payments are complete; only after that will admin rights be transferred or released as agreed. No charge applies for any period in which the Contractor did not perform work (pay-as-you-go services under the Amendment are excluded and may be charged as set out in the Amendment).

3.9 Liability and hosting by Contractor

29. **Limitation of liability.** The Contractor has no liability for deployment, third-party services, or the Client's use of the code or deliverables when the Client hosts or deploys the work. The Contractor is not responsible for any loss, damage, or claim arising from how the Client deploys, operates, or uses the work or from any third-party services or systems.
30. **Hosting by Contractor—liability and charges.** If the Contractor hosts the project, the Contractor is liable for those deployments. For staging applications, the Contractor will charge based on usage; those charges are not set out in this Agreement and will be agreed or quoted separately. The plans set out in the Amendment (Plan 1, Plan 2, Plan 3) are

available for production applications only. For QA environments, charges are lower than for production and will be agreed or quoted separately.

3.10 Contractor status and scope

31. **Independent contractor.** The Contractor is not an employee of the Client. No employment benefits (e.g. leave, insurance, EPF) apply. The Contractor is responsible for the Contractor's own taxes and uses the Contractor's own equipment and tools unless otherwise agreed in writing.
32. **Scope changes.** Any change to the scope of work must be agreed in writing. Scope changes may affect the timeline and cost, to be agreed between the parties.
33. **Other work.** The Contractor may perform other work for other clients or on other projects, provided there is no conflict of interest with this engagement.

3.11 Force majeure

34. **Force majeure.** Neither party shall be in breach of this Agreement if they cannot perform due to events outside their reasonable control (e.g. natural disaster, pandemic, war, government action, severe outage). The affected party must notify the other as soon as practicable. Obligations may be suspended while the event continues. If the event continues for an extended period (e.g. more than 30 days), the parties may agree to terminate or adjust the Agreement.

3.12 Governing law and dispute resolution

35. **Governing law.** This Agreement is governed by, and shall be construed in accordance with, the laws of Sri Lanka.
36. **Dispute resolution.** Before either party refers any dispute to court, the parties shall first try to resolve it in good faith (e.g. by discussion between the designated contacts). If the dispute is not resolved within a reasonable period, the parties shall attempt to resolve it through mediation before pursuing litigation.
37. **Amendments.** Any change to this Agreement must be in writing and agreed by both parties.

3.13 Tech stack and technical authority

38. **Tech stack and technical authority.** The choice of technology stack for this project shall be made by the Contractor, subject to agreement with the Client. The Contractor is entitled to participate in and contribute to any technical discussion convened or hosted by the Client that relates to this project, with full authority in such discussions.
39. **Shared hosting.** The Contractor does not support hosting this application on shared hosting platforms. If the Client chooses to use shared hosting, the Contractor may decline requests that arise from or are caused by the limitations of that platform. The Contractor will not implement risky shortcuts to accommodate such hosting (e.g. database migrations, encryption key generation, or similar practices that compromise security or maintainability).

4 Amendment — All-in-one plans

Invoice: Each plan is invoiced monthly at the stated price.

Plan charges: The stated plan charges may be changed in the future. Any such change may reflect, among other factors, changes in the USD exchange rate. The Client will be notified of any change at least 30 calendar days in advance (or as otherwise agreed between the parties).

All-in-one plans

Plan 1 (monthly, LKR 30,000)

Component	Included
Domain	1 × .com
Hosting	1 vCPU, 512 MB RAM, 50 GB bandwidth
Broadcasting	100 concurrent connections, 200,000 messages per day
Cache	10,000 commands/second; 50 GB bandwidth; 250 MB storage; 100 MB record size
Database	500 compute hours, 10 GB storage, 10 GB transfer

Invoice: 30,000 LKR per month, every month.

Plan 2 (monthly, LKR 50,000)

Component	Included
Domain	1 × .com
Hosting	2 vCPU, 1 GB RAM, 100 GB bandwidth
Broadcasting	100 concurrent connections, 200,000 messages per day
Cache	10,000 commands/second; 100 GB bandwidth; 1 GB storage; 200 MB record size
Database	1,000 compute hours, 50 GB storage, 50 GB transfer

Invoice: 50,000 LKR per month, every month.

Plan 3 (monthly, LKR 85,000)

Component	Included
Domain	1 × .com
Hosting	4 vCPU, 4 GB RAM, 200 GB bandwidth
Broadcasting	500 concurrent connections, 1,000,000 messages per day
Cache	10,000 commands/second; 100 GB bandwidth; 1 GB storage; 200 MB record size
Database	1,000 compute hours, 50 GB storage, 50 GB transfer

Invoice: 85,000 LKR per month, every month.

5 Effective Date

This Agreement shall become effective on _____.

6 Signatures

Party A (Contractor)

Name: _____

Date: _____

Signature: _____

Party B (Client)

Name: _____

Date: _____

Signature: _____