31 August 2021

**CLOUD NERD LTD**

**71-75**

**SHELTON STREET**

**LONDON**

**GREATER LONDON**

**WC2H 9JQ**

**Attention: Adeniyi Olusegun Adegoke**

Dear Adeniyi Olusegun,

I would like to take this opportunity to welcome you on board and to wish you the best of luck with this contract. Please take note of the following:

**Administration Requirements**

To prevent any possible delays in payment, please provide a copy of the following:

* The attached contract, signed by the in-voicing Company and the Contractor.
* Certificate of Incorporation and VAT Registration Certificate (if appropriate).
* Bank account and address details of the Invoicing Company.
* Public Liability and Professional Indemnity Insurance policy.
* Your Passport.

**Invoice Requirements**

* Unique invoice number.
* Invoice or tax point date.
* From (Invoicing company name, address, phone, fax number, e mail address, Company number and V.A. T. number) and to (our company name and address).

- Break down – Contractor name, rate, total units for monthly/ 4 weekly period.

* Grand total – Net, VAT, Gross.

**Attendance**

The client shall expect you to observe the normal working hours appropriate to your location or project. If the client agrees, you have a good and justifiable reason to take time off work, you should offer (and be prepared) to make it up on other days.

**Absence**

Planned – If there are good reasons for taking time off, make sure that the client is aware and is able to release you, please also inform us.

Unplanned – If you are going to be late or are unable to attend at all, telephone the client, at the earliest opportunity. Keep us inform med if you have to take sick leave, so that we are able to discuss with the client any issues that your unexpected absence might cause.

**Confidentiality**

Your agreement with us requires that you observe the normal rules and regulations of the client and their requirements regarding confidentiality and secrecy (they may also require you to sign an undertaking).

**Patent / Copyright**

The client may ask you to sign an undertaking, which ensures that the client owns copy right and patent rights for the work you are doing whilst on assignment to them.

**Dress**

The client regards you as a professional and as such you will be expected to dress accordingly. We recommend that business suits are worn for all inter views, internal and external meetings, even if it is not required by the client on a day-to-day basis.

Should you have any further contract query, please do not hesitate to contact me or if it is an invoicing issue, please contact our accounts department on +44 (0)1268 669315

Yours sincerely,

**Ajayakumar Kalavakuri**

**Director**

**CONTRACT FOR SERVICES**

**Between**

**The Company:** **Kirtana Consulting UK Ltd**

**4th Floor | Victoria House | Victoria Road**

**Chelmsford**

**CM1 1JR**

**Contractor:**  **CLOUD NERD LTD**

**71-75**

**SHELTON STREET**

**LONDON**

**GREATER LONDON**

**WC2H 9JQ**

**Personnel:** **Adeniyi Olusegun Adegoke**

**SCHEDULE**

**Client:** **Infosys**

**Location:** **Belfast**

**Contract start date : 06th September 2021**

**End date : 28th February 2022**

**Note : Application Packaging Lead**

**Rate : Standard GBP 350.00 per day**

**Notice Period : 2 weeks**

**General Terms & Conditions**

1. **Entire Agreement**

These terms and conditions together with the attached Schedules constitute the entire agreement between the Company and the Contractor for the provision of the Services. Period of

Assignment the date of commencement of the assignment and the duration of the same are set out in the schedule hereto. The duration of the initial assignment period may be extended by agreement in writing bet ween the parties, and these Terms and Conditions shall, unless excluded in writing, be dee med to apply to such extended period.

1. **Contractor Obligations**

The Contractor will (and will procure that the Personnel will):

* 1. Devote such time, attention, skill, and ability as is necessary to attain a high standard of performance of the Services in accordance with the requirements of the Client at the Location or at such other location as the Client may reasonably require.
  2. Comply with the requirements of the Client to enter into any confidentiality

Undertaking required by the Client and to abide by the Client's rules, administration and expenses claims procedure in so far as they are not inconsistent with these terms.

* 1. Keep confidential both during and after this Agreement any information of a proprietary or confidential nature or any information obtained relating to the business affairs of the Client and or the Company or related to or arising from the performance of the Services and to give any further confidentiality undertakings that the Client may require.
  2. Deliver upon request all materials relating to the business affairs of the Client and the Company obtained while performing the Services; and
  3. Upon being requested by the Company, to assign to the Company or the Client or such other person as the Company shall nominate, absolutely all intellectual property or other rights created during the performance of the Services (the "Rights") and to execute all documents and perform m such acts as are required to protect and assign the Rights to enable the Company to assign such Rights to the Client or the Client's customer as may be required.
  4. Take out at its own cost and maintain in force for as long as it has obligations under the agreement suitable insurance (including, without limitation, negligence, errors and omissions, employers and

Public liability) providing coverage in respect of losses arising in this agreement. The insurance policies shall be taken out with insurance

Companies of good standing and, if requested by the company, the contractor shall provide a copy of its insurance policies to the Company.

1. **Contractor Warranties and Undertakings**

The Contractor warrants and undertakes to the Company that:

1. It is not insolvent (nor has it applied for, or had made against it, an administration order or made any arrangements with its creditors).
2. It has made the Company aware of any criminal convictions of any of the Personnel including any criminal convictions not yet spent under the Rehabilitation of Offenders Act 1974 against the Personnel.
3. The Personnel have the right to legally work in the country that they are contracted to work and in particular to carry out the Services and that the Contractor shall inform the Company promptly should the situation change. In order to comply with E AA regulations, the Contractor will provide the Company with evidence of the Personnel's identity in the form of a) a copy of their passport or b) evidence of a permanent National Insurance number plus one of the following documents: a full Birth Certificate, a certificate of registration or nationalization
4. All oral or written representations made by the Contractor as to the Personnel's skill, experience, personality, health, and eligibility to work are true.
5. The Contractor is not prevented by any other contract or arrangement or any statute from fulfilling its obligations under this Agreement.
6. The Rights referred to in clause 2.5 above will not infringe any third parties' rights.
7. The Contractor is properly incorporated as a limited liability company and will remain so during this Agreement and will provide the Company with a certified copy of its Certificate of Incorporation and a VAT registration certificate (if applicable). The Contractor shall comply with its obligations as specified in this Agreement and in particular the Contractor agrees that it shall immediately notify the accounts department of the Company in writing if it de-registers for VAT or changes its VAT number or if the VAT number on the Contractor's

Invoice is incorrect and shall fully co -operate with any disclosure requested or any investigation carried out by the relevant tax authorities. The Contractor agrees to indemnify the Company for any financial loss or liability incurred by the Company arising from the Contractor's failure to comply with such obligations;

1. The Contractor is responsible for all PAYE, income tax, corporation tax, national insurance contributions or other payroll and social security costs arising from or in relation to the provision of the Services by the Contractor or the Personnel and will make complete and proper disclosure to the relevant authorities and will indemnify the Company from a assessment made by any tax authority in respect of the Personnel here under.
2. The Personnel are its employees, and the Contractor is responsible for the Personnel's holiday, sickness, disability, pension and maternity (if applicable) arrangements and any other employer statutory obligations.
3. The Contractor may with prior written agreement from the Company substitute the Personnel with someone of similar skills that is acceptable to the Client.

1. **Independent Undertaking**

The Contractor acknowledges that it is an independent undertaking, and that this Agreement does not create the relationship of employer/employee between the Company and the Contractor or any of its Personnel or gives authority to the Contractor or any of its Personnel to act on behalf of the Company. The Contractor agrees that it shall indemnify the Company in respect of any costs, expenses, damages, compensation or any financial loss or other liability incurred by the Company

Incurred (including an y liability of the Company arising under an

Indemnity or contractual undertaking given to the Client or any associate or connected company of the Client) arising from any of the Personnel asserting that they are an employee of the

Company or of the Client (or of any associate or connected company of the Client).

* 1. **Fees and Expenses**

The Fee paid to the Contractor excludes any VAT. The Contractor will not be entitled to costs, expenses or fees for additional work unless firstly authorised by the Company and the Client in

Writing and are reasonably incurred and are in accordance with any rules specified by the Client or the Company from time to time.

1. **Work Records**

The Contractor shall send to the Company's Contracts administrator each week a record of the work carried out for the Client (signed by the Client) and where applicable, a record of any additional costs or disbursements authorised by the Client and the Company.

The Company reserves the right not to make payment in respect of any work if it does not receive the appropriate authorised work record relating to that work within 13 weeks of the expiry of the work period (to which that work record relates). The record of the Contractor's work will be in the form supplied by the Company, signed by the Contractor and countersigned by the Client. All such records should be sent to: Kirtana Consulting UK Limited |4th Floor | Victoria House | Victoria Road |Chelmsford | CM1 1JR.

1. **Contractor Invoices and Payment Procedure**

A valid invoice for work carried out should be submitted by the Contractor on last day of

Every month with approved time sheet. The Company will make payments by bank transfer within 15 working days of the receipt of a valid in voice. For a transfer to be made into the Contractor's nominated account on the due date (normal banking procedures permitting):

* 1. The nominated account must be in the name of the Contractor.
  2. A record of the work carried out for the Client complying with clause 6

Above must have been received by the Company

* 1. The Company's accounts department must be provided with a certificate of incorporation and VAT registration certificate (if applicable) before payments can be made.
  2. A valid in voice should be sub mitted to the company for all expenses agreed with the Client. All such expenses must be authorised by the Client. The Company will make payments by bank transfer within 7 days of receipt of funds from the Client.

1. **Holidays and Sickness**

The Contractor will only be paid for time worked by the Personnel and will not be paid for sickness or holidays or any other absence. Any absence of any of the Personnel must be agreed and approved in advance in writing by the Client and the Company and that any days of absence occurring in any period must be identified and recorded in the record of work sub mitted by the Contractor for that period.

1. **Termination of the Agreement**

The Company may end this Agreement at any time without any liability for

Compensation in accordance with any of the following provisions:

1. With immediate effect in the event that the Client withdraws the contract offer prior to

The commencement date or within the first 7 days of the start date of the assignment and at any time thereafter on giving not less than 28 days’ notice to the Contractor.

1. With immediate effect on giving notice in the event that the Contractor (as applicable):

**9.2.1**. Ceases to trade or becomes insolvent, (or applies for, or has made against it, anadministration order or makes any voluntary arrangement with its creditors) or ceases to be duly incorporated; or

* + 1. Breaches any of the terms of this Agreement; or
    2. Is unable to, or the Company is unable to, perform its obligations under this Agreement by reason of force

Majeure or any cause not within the respective control of the Contractor, or of the Company.

* 1. With immediate effect on giving notice in the event that any of the Personnel (as applicable):
     1. Fail to meet the requirements of the Client's security vetting procedures (as

May be determined by the Client in its absolute discretion and whether prior to or after the commencement of the Services); or

* + 1. Are convicted of any criminal offence or are guilty of dishonesty or misconduct; or
    2. Become unable to lawfully work in the country in which they are contracted to work.
    3. Are absent from work without the written consent of the Client and the Company.
  1. With immediate effect on giving notice if the Client terminates its requirements for the Contractor with the Company due to what the Client in its absolute opinion considers to be the technical incompetence, unprofessional performance, unsuitability, or misconduct of the Contractor or any of its Personnel.
  2. With immediate effect on giving notice if the Client ceases to trade or fails to make payment of any of the Company's invoices (including in particular any invoice in relation to the provision of the Services) as and when they become due or becomes insolvent (or applies for or has made against it an administration order or makes any voluntary arrangement with its creditors).

1. **Termination of Client Requirements**

If the Client's customer terminates its requirements for the Client's services in respect of which the Contractor was providing Services or if for any other reason the

Requirement for the Services from the Client is terminated then on the same notice the Company can terminate this Agreement with the Contractor.

1. **Non-solicitation of Client**

Throughout the Assignment Period and for a period of 6 months afterwards the Contractor will not and will procure that the Personnel will not provide services similar to the Services or any related

professional services in any capacity either directly or indirectly to the Client or the Client's Client (or to any of the Client's subsidiary or associate companies in respect of which it provided Services during the Assignment Period), other than with the written consent of the Company. The Contractor shall also not discourage the Client from dealing with the Company.

The Contractor hereby indemnifies the Company for all financial loss it suffers arising from any breach by the Contractor of this clause 11.

* 1. **Right of Reimbursement**

If the Company incurs or suffers any costs, expenses, damages or any financial loss or other liability, loss, or damage because the Contractor breaches any term or condition of this Agreement then the Contractor shall reimburse the Company accordingly. In particular this shall

Include any claim for breach of contract arising from the Contractor not commencing the Assignment or terminating the Agreement prematurely prior to the expiry of the Assignment Period and in such circumstances the Company shall be entitled to charge an administrative fee of £500 (five hundred pounds) to recover administrative costs incurred from such breach. This administrative fee shall be without prejudice to any claim for damages which the Company can also claim against the Contractor arising from this breach. If the Company so chooses, it can set - off the amount to be reimbursed by the Contractor, in whole or in part, against payments due to the Contractor under this Agreement. In addition, the Contractor hereby agrees to indemnify the Company in respect of, any costs, expenses, damages, compensation or any financial loss or other liability suffered or incurred by the Company arising out of or in connection with any breach by the Contractor and or the Personnel of the terms of this Agreement or as a consequence of any act or omission of the Contractor and or the Personnel arising out of or in connection with the supply of the Contractor or of any of its Personnel under the terms of this Agreement. Further the Personnel hereby indemnifies the Company in respect of any sum due from the Contractor to the Company arising under the terms of this Agreement how so ever arising whether under contract or indemnity or otherwise (including any sums owed by the Contractor to the Company arising under the provisions of this clause 12).

1. **Conflict of Interest**

Throughout the Assignment Period the Contractor will not and will procure that the Personnel will not accept any consultancy,

Employment or other position that would or may in the reasonable opinion of the Company create a conflict of interest with the Contractor's and Personnel's obligations under this Agreement.

1. **Variation of Agreement**

No variation of this Agreement is valid or shall be binding on the Company unless confirmed in writing and signed by all the parties to this Agreement.

1. **Privacy of Contract**

No term of this Agreement is intended to be enforceable by anyone other than the parties to this Agreement and the parties hereby expressly exclude any operation of the Contracts (Rights of Third Parties) Act 1999.

1. **Intellectual Property Rights**

The Contractor and the Personnel hereby grant an irrevocable and non-exclusive licence to the Company and to the Client to use any pre-existing intellectual property rights belonging to the Contractor and/or the Personnel which are to be utilised or which become sub summed in any programme, system or other

Works in relation to the Services being carried out for the benefit of the Client.

* 1. **Data Protection**

The Contractor and Personnel hereby consent to the personal data of the Personnel (including, if necessary, any sensitive personal data) being processed or used by the

Company (and its clients) and its parent group of companies and their clients for the purposes of assessing the suitability, qualifications, and skills of the Personnel not only for current work assignments but also for work assignments which may be of interest to the Contractor and the Personnel in the future. The Contractor

and Personnel also consent to the Company using the information to keep the Contractor and the Personnel informed by e - mail, telephone and/or mail about future work opportunities.

* 1. **Post-Termination Rights and Remedies**

The parties to this Agreement agree that the pro visions of this Agreement which are intended to have effect after the termination of this Agreement shall continue in full force and effect and which provisions shall include in particular clauses 2.2, 2.3, 2.4, 2.5, 4, 11, 12, 15 and 17 of this Agreement. The Contractor and the Personnel further agree that damages may not be an adequate remedy in respect of any breach of clause 11 and that the Company may inject the Contractor and or the Personnel from breaching that provision where a breach is threatened or has occurred

* 1. **Severance**

In the event that any clause or any part of any clause in this Agreement should be considered to be unenforceable, unlawful or void, then that clause or that part of the clause shall be severed from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

1. **Agency Regulations**

The Contractor and the Personnel agree to opt out of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 ("the Agency Regulations ") and hereby give notice to the Company to this effect pursuant to Regulation 32 of the Agency Regulations.

1. **Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the Laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

**Note**

The Contract shall be signed and returned to The Company within 3 days of the commencement of the service.

Payment cannot commence until we are in receipt of this contract.

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed on behalf of Kirtana Consulting UK Limited** | **Print Name** | **Date** |  |
| **Signed on behalf of CLOUD NERD LTD** | **Print Name** | **Date** |  |
| **Signed on behalf of Adeniyi Olusegun Adegoke** | **Print Name** | **Date** |  |