

Nehil Mehta

SPEC House, India

14 November 2022

Dear Nehil Mehta

Consultancy agreement

I am writing to confirm the terms of our agreement concerning the provision of your consultancy services to Create My Contract Limited (**Client**). In this letter, I refer to the Client as 'us', 'our' and 'we'.

1. Term

You shall provide your services to us from 15 November 2022 unless and until this letter agreement is terminated by either party giving to the other not less than 4 weeks' prior written notice or as otherwise provided in this letter.

2. Duties

2.1 You shall use your best endeavours to promote our interests and any other company in our group and, unless prevented by ill health or accident, devote at least 8 hours per week to carrying out the following services for us:

IT services (**Services**).

2.2 If you are unable to provide the Services due to illness or injury, you shall notify us without delay and as soon as reasonably practicable.

2.3 You shall:

- (a) co-operate with us in all matters relating to the Services; and
- (b) provide us in a timely manner all documents, information, items or otherwise reasonably required by us in connection with the Services.

2.4 You may not, without our prior written consent, appoint a suitably qualified substitute to perform the Services on your behalf. In any such circumstance the substitute shall be required to enter into direct undertakings with us, including with regard to confidentiality. We will continue to pay you your fee as provided in 13.1 below and you shall be responsible for the remuneration of, and any expenses incurred by, the substitute. You will not be paid for any period during which neither you nor any substitute provide the Services. You will continue to be subject to all duties and obligations under this letter agreement for the duration of the appointment of the substitute.

3. Fees and expenses

3.1 We will pay you a fee of \$1,000 per week (**Fees**). VAT is not included and any VAT shall be payable by you. You shall submit invoices to us on a monthly setting out the hours that you have worked for us during the preceding period and any VAT payable (if applicable). We will pay such invoices within one month or in accordance with our usual payment terms.

3.2 We are entitled to deduct from the Fees (and any other sums) payable to you any sums that you may owe us or any other company in our group at any time.

3.3 Costs and expenses incurred by you shall not be chargeable to us.

4. Other activities

You may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place you in a conflict of interest with us. However, you may not be involved in any capacity with a business which does or could compete with our business without our prior written consent (such consent not to be unreasonably withheld).

5. Confidential information and Client property

5.1 You shall not use or disclose to any person either during or at any time after your engagement by us any confidential information about our business or affairs or any other company in our group or any of our business contacts, or about any other confidential matters which may come to your knowledge in the course of providing the Services. For the purposes of this 25., **confidential information** means any information or matter which is not in the public domain and which relates to our affairs or any other company in our group or any of our business contacts.

5.2 The restriction in 25.1 does not apply to:

- (a) any use or disclosure authorised by us or as required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.

5.3 All documents, manuals, hardware and software provided for your use by us, and any data or documents (including copies) produced, maintained or stored on our computer systems or other electronic equipment (including mobile phones if provided by us), remain our property.

6. Intellectual property

6.1 You hereby assign to us all existing and future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the Services provided to us. You agree promptly to execute all documents and do all acts as may, in our opinion, be necessary to give effect to this 26..

6.2 You hereby irrevocably waive all moral rights (and all similar rights in other jurisdictions) which you have or will have in any existing or future works.

6.3 You irrevocably appoint us to be your attorney in your name and on your behalf to execute documents, use your name and do all things which are necessary or desirable for us to obtain for ourselves or our nominee the full benefit of this clause.

7. Termination

We may at any time terminate your engagement with immediate effect with no liability to make any further payment to you (other than in respect of any accrued fees or expenses at the date of termination) if:

- (a) you are in material breach of any of your obligations under this letter agreement; or

- (b) other than as a result of illness or accident, after notice in writing, you wilfully neglect to provide or fail to remedy any default in providing the Services.

Any delay by us in exercising our rights to terminate shall not constitute a waiver of those rights.

8. Obligations on termination

Any property belonging to us in your possession or under your control, and any original or copy documents obtained by you in the course of providing the Services, shall be returned to us at any time on request and in any event on or before the termination of this letter agreement.

9. Limitation of liability

Our aggregate liability for any losses or damages arising as a result of any breach of this letter agreement shall not exceed the value of the Fees paid by us to you for the previous 12 month period.

10. Status

- 10.1 You will be an independent contractor and nothing in this letter agreement shall render you our employee, worker, agent or partner and you shall not hold yourself out as such.
- 10.2 You shall be fully responsible for and indemnify us or any other company in our group against any liability, assessment or claim for:
 - (a) taxation howsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and
 - (b) any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you or any substitute against us arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission by us.

We may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

11. Entire agreement

- 11.1 This letter agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 11.2 Each party acknowledges that in entering into this letter agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this letter agreement.
- 11.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this letter agreement.

12. Variation

This letter agreement may only be varied by a document signed by both you and us.

13. Governing law

This letter agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland.

14. Jurisdiction

Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this letter agreement or its subject matter or formation (including non-contractual disputes or claims).

Please acknowledge receipt of this letter agreement and acceptance of its terms by signing, dating and returning the enclosed copy.

Yours sincerely,

For and on behalf of
Create My Contract Limited

Signature

Ciaran Healy

I hereby acknowledge receipt and accept the contents of this letter agreement.

Signature

Nehil Mehta