

## MSC Legislation 2007

At Cititec we try to make sure we only engage suppliers, including contractors like you, which operate in accordance with tax legislation.

As part of this policy we require you, on behalf of the company (or other intermediary) through which you supply your services, to complete and return the attached checklist set out below. This checklist should help establish that in contracting with your company (or other intermediary) we are not exposing us or our clients to the risk of debt transfer under the new Managed Service Companies legislation (the "MSC legislation").

This checklist may also help you work out whether you yourself face any risk of liability for tax under the Managed Service Company ("MSC") legislation although of course you should take your own advice on that from an appropriate professional adviser.

## Who do you contract through?

1. Would you describe your company as a **personal service company (PSC)**? If **YES** please complete **Sections 1**.
2. Would you describe your company as an **umbrella company** which employs you and pays all your income under PAYE? If **YES** please complete **Sections 2**. Cititec will also send a compliance letter to your umbrella company.

## Section 1 – Your Personal Service Company

Please provide details of any accountancy and/or legal advisors to the PSC, and written confirmation from them that they are not a "MSC Provider" under Section 61A-J of the Income Tax (Earnings and Pensions) Act 2003]	ASSET ACCOUNTANTS
Are you the sole worker providing service through the PSC?	NO
Please confirm that all payments made by us are paid directly into the PSC bank account (details of which are given in Section 1).	YES
Please confirm that the PSC bank account is not based outside the UK	YES
Are you the sole person authorised to transact on the PSC bank account?	YES
Please confirm that the PSC bank account is used for the PSC alone.	YES
Do you sign all contracts for and on behalf of the PSC?	YES
Do you create and issue invoices for services supplied by the PSC? If not, please confirm who provides this service to the PSC.	YES
Does the PSC hold professional insurances? If YES please confirm that the PSC is named as the insured and that such insurance is not part of a block policy held by a third party.	YES, Not part of block policy.

## Section 2 – Umbrella Company

Does the umbrella company entering into a contract with us engage the individual contractor as an employee under a contract of service?	YES
Does the umbrella company contract with any third party for the supply of the contractor's services?	NO
Does the contractor receive the benefit of any payments from the Umbrella company other than under the PAYE regime.	YES
If yes please outline in full what form of payment and how this is decided.	DIVIDENDS

## Section 3 – Other Arrangements

If you provide your services through a partnership or sole tradership please provide details of your business arrangements and the basis on which you are able to be paid gross.

## IMPORTANT NOTE

We have a strict policy of not accepting any commissions, referral fees or incentives (cash or otherwise) from any external company offering services to support contractors.

Our employees are instructed not to accept any such incentives from external parties and will report any attempt to do so to see the Board.

I believe that the information given on this form is complete, accurate and truthful. I will immediately notify you in writing if any of my circumstances change.

Signed on behalf of

DEVD Private Limited



Signed

Print Name

JATIN PATEL

Position

DIRECTOR

**Notice for use by Limited Company Suppliers wishing to opt out of the Conduct of Employment Agencies and Employment Businesses Regulations 2003**

There is provision in The Conduct of Employment Agencies and Employment Businesses Regulations 2003 (Regulations) for companies and those workers whose services they supply, to opt out of the Regulations. If, you, the Supplier, and the Consultant to be supplied to do the work wish to opt out, please read this form carefully.

**Date:** 1 June 2016

**Parties:** (1) DEVD Private Limited of 57 Whitchurch Road, Romford, Essex, RM3 9EU (the "Supplier")  
(2) Mr. Jatin Patel of 57 Whitchurch Road, Romford, Essex, RM3 9EU (the "Consultant")

**1** This Opt out Notification is supplement to the agreement ("the Agreement") between Cititec and the Supplier. The terms used in this notification shall have the same meaning as those defined in the Agreement

**2** The Supplier and the Consultant acknowledge that it is their intention that the provisions of the Regulations do not apply to the Agreement or to any future Agreement agreed between the parties.

The Parties have freely entered into this Opt out notification

**3** Further that the Consultant is free to withdraw from this Opt Out notification at any time by giving not less than one week's written notice to Cititec. However, where notice is given during an Assignment it will not take effect until the Consultant stops working in the position in question.

We the undersigned have read understand and agree to be bound by the terms of this Opt out Agreement.

In particular, we understand that by signing this Opt out Agreement we are agreeing that the provisions of the Regulations shall not apply.

**Signed:**

The Supplier

**Signed:**

The Consultant

**Print Name:**

JATIN PATEL

**Print Name:**

Mr. Jatin Patel

## SERVICES SPECIFICATION FOR SUPPLIER COMPANIES

AGREEMENT NUMBER: 3143 DATE: 1 June 2016

## BETWEEN:

**Cititec Associates Limited** a company incorporated under the laws of England and Wales (Registered Company Number 3614377) whose registered office is at First Floor, Thavies Inn House, 3-4 Holborn Circus, London, EC1N 2HA ("Cititec");

AND

**DEV D Private Limited** a company incorporated under the laws of England and Wales (Registered Company Number 09235742) whose registered office is at 57 Whitchurch Road, Romford, Essex, RM3 9EU (the "Supplier").

This Services Specification is issued pursuant to and incorporates and is governed by the Supplier Terms and Conditions. The Supplier will supply the Consultant (or such other consultant of the Supplier that the Supplier may provide in place of the Consultant in accordance with Clause 3(a) (i) of this Agreement) to perform the Services for the Client.

## SERVICES DESCRIPTION

Services: Java developer

- Java / Scala / React JS Development
- Liaise with business users
- Support the IT systems

Client: Polaris Software Lab Ltd

Location(s): 1 Harbour Exchange Square, 6<sup>th</sup> Floor London E14 9GE

Consultant: Mr. Jatin Patel

Start Date: Thursday 23<sup>rd</sup> June 2016

End Date: Wednesday 23<sup>rd</sup> November 2016 or (if earlier) as agreed between the parties.

Notice Period: Cititec may terminate this Agreement and any relevant Services Specification in writing by four weeks' notice

Standard Working Hours: Services and Deliverables to be performed shall be for a minimum of 8 (eight) hours per day, 5 (five) days per week Monday to Friday.

## SERVICE CHARGES

Standard Rate: £400.00 (four hundred pounds) Per Day excluding Value Added Tax (VAT) for Services performed in Standard Working Hours.

Services and Deliverables performed less than 8 eight hours per day shall be payable at the pro-rata hourly rate of £50.00 (fifty pounds) per hour excluding VAT.

Premium Rate: Not Applicable

Expenses: Not Applicable

## VARIATIONS TO SUPPLIER TERMS AND CONDITIONS

Any variations to the Supplier Terms and Conditions are to be set out below.

To the extent that there is any conflict between the terms of the Services Specification and those contained within the Supplier Terms and Conditions the terms set out in the Services Specification shall prevail.

## SIGNED AS AN AGREEMENT

On behalf of: Cititec Associates Limited

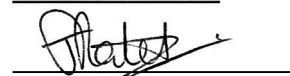
Signed:



Print Name: Nicole Pheby

On behalf of: DEV D Private Limited

Signed:



Print Name:

JATIN PATEL

Position:

Contracts Manager

Position:

DIRECTOR

Dated:

\_\_\_\_\_

Dated:

02/06/2016



DEV D Private Limited

c/o Mr. Jatin Patel  
57 Whitchurch Road  
Romford  
Essex  
RM3 9EU

1 June 2016

Dear Mr. Jatin Patel

**Confidentiality and Protection of Goodwill Agreement with reference to Agreement 3143 at Polaris Software Lab Ltd**  
**Confidentiality**

DEV D Private Limited ("the Supplier") and Cititec Associates Limited ("Cititec") are entering into an agreement ("the Agreement") under which the Supplier will provide consultant(s) to provide services to Polaris Software Lab Ltd. The services are defined in that Agreement and you are one of the individual consultants who it is envisaged will be engaged in providing the services. In the course of providing these services you will obtain certain knowledge which you are required to keep confidential. You are asked to agree in the terms set out below that you will respect the confidentiality of such information, assign Intellectual Property Rights and comply with the restrictions for the protection of goodwill, in consideration of which Cititec will enter into the Agreement.

You agree that:

- (A) you will at all times keep confidential all confidential information belonging to Cititec and/or Polaris Software Lab Ltd including, without limitation, inventions, products, product specifications, processes, procedures, machinery, apparatus, prices, costs, business affairs, future plans and ideas and names and addresses of any clients or customers or agents of Cititec and/or Polaris Software Lab Ltd ("the Confidential Information");
- (B) Cititec and/or Polaris Software Lab Ltd each have the right to prevent the use or copying of all or any part of the Confidential Information;
- (C) Polaris Software Lab Ltd is the owner of all documents, drawings and other media containing any information whatsoever supplied by or on behalf of Polaris Software Lab Ltd;
- (D) when you receive Confidential Information you shall:-
  - (1) not disclose any Confidential Information relating to Polaris Software Lab Ltd to any third party without the prior written consent of Polaris Software Lab Ltd other than in the proper course of providing services to Polaris Software Lab Ltd or as may be required by law;
  - (2) not disclose any Confidential Information relating to Cititec to any third party without the prior written consent of Cititec other than as may be required by law;
  - (3) keep all Confidential Information secret and confidential at all times;
  - (4) keep all the Confidential Information received and any documents and any other matter or thing containing any Confidential Information at all times in a secure place;
  - (5) not use any of the Confidential Information relating to Polaris Software Lab Ltd in any way for the benefit of Polaris Software Lab Ltd or any other person either directly or indirectly but only use it for the purposes of providing services to Polaris Software Lab Ltd;
  - (6) not without the prior consent of Polaris Software Lab Ltd make or have made any copies or articles duplicating or embodying all or any part of the Confidential Information relating to Polaris Software Lab Ltd in any form;
  - (7) not without the prior consent of Cititec make or have made any copies or articles duplicating or embodying all or any part of the Confidential Information relating to Cititec in any form; and
  - (8) return to Polaris Software Lab Ltd on demand and in any event on the termination of the Agreement all documents and other articles containing Confidential Information relating to Polaris Software Lab Ltd (but not Cititec) and all copies thereof, and destroy any other articles documents and material derived from such documents or articles and, if so required promptly provide written confirmation that no copy or copies of the Confidential Information or any part of it remains in your power, possession, custody or under the control.

**Assignment of Intellectual Property Rights**

Both before and after the expiry or termination of the Agreement, you hereby assign (and will take all other steps which Cititec may require in order to give) ownership of all the Intellectual Property Rights arising out of the Services and the Deliverables to Cititec or someone else chosen by Cititec, such as the Client or the Client's nominee.

**Protection of Goodwill**

You agree that Cititec is entitled to protect its and the Cititec Group's legitimate business interests and goodwill in respect of your dealings under the Agreement with the Client or any member of the Client Group.

You agree that you shall not prior to the expiry of 4 (four) calendar months after the termination or expiry of the Agreement, whether by yourself or with any other person in any capacity whatsoever directly or indirectly induce (or seek to induce) to leave or cease performing service(s) for any member of the Cititec Group or Client Group, any contractor or employee of any member of the Cititec Group or Client Group with which or whom you had material contact in the course of your supply of the Services at any time in the six months prior to such termination or expiry.

You agree that you shall not, whether by yourself or with any other person in any capacity whatsoever and whether or not for your benefit, at any time use the name "Cititec" or "Cititec Associates" or any other business name used at any time by any member of the Cititec Group or Client Group for the purposes of a business similar to or competing with any business carried on by any member of the Cititec Group or Client Group.

Having regard to the nature of the business carried out by the Client and any member of the Client Group and to the legitimate business interests and goodwill of Cititec and the Cititec Group, you accept that the scope and extent of the restrictions contained above are both reasonable and necessary to protect the legitimate business interests and goodwill of Cititec and the Cititec Group.

Signature of this agreement will confirm that the Consultant has read and understood the terms and conditions of Agreement Number 3143 between Cititec Associates Limited and DEVD Private Limited ("the Agreement") and agrees to abide by the relevant terms and conditions.

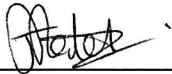
The definition of words in the Agreement shall have the same meaning in this agreement.

The obligations in this letter shall survive the termination of the Agreement for whatever reason.

Polaris Software Lab Ltd shall be entitled to enforce the benefits conferred upon it by paragraphs (A) to (D) above and the paragraph headed "Assignment of Intellectual Property Rights" above but otherwise no party other than the parties to this agreement or their respective assignees or parties becoming a party to this agreement by novation shall have any right to enforce any term of this agreement.

Please sign, date and return the signed letter to me to indicate your agreement. If you have any questions at all relevant to this letter please contact Nicole Pheby.

Signed:



Name:

JATIN PATEL

Dated:

02/06/2016