

## **CONSULTANCY SERVICES AGREEMENT**

THIS AGREEMENT is made the 11<sup>th</sup> day of July 2018  
BETWEEN

- (1) Entech Consulting Limited, whose company number is 9136144 and whose registered office is at 5 New Street Square London EC4A 3TW ("**Entech**");
- (2) KLM Software Consultancy Limited whose company number is 10610257 and whose registered office is at Unit 405, 4th Floor Pentax House, South Hill Avenue, South Horrow, England HA2 ODU (the "**Consultancy**"); and
- (3) Khushhal Singh Yadav of KLM Software Consultancy Limited (the "**Consultant**").

Entech wishes to retain the services of the Consultancy and the Consultancy has agreed to provide such services to Entech on the terms set out in this Agreement.

### **DEFINITIONS**

"**Business Day**" means any day other than a Saturday or Sunday or any other day which is a public holiday in the place or places at which the transaction in question is being effected or the notice in question is effected;

"**Clients**" means any current or prospective customer or client of Entech.

"**Group Member**" means Entech and any "group undertaking" (as defined in section 1161 of the Companies Act 2006) of Entech;

"**Intellectual Property Rights**" means patents, rights to inventions, registered and unregistered trade and service marks, copyrights, rights in the nature of copyright, registered designs and unregistered design rights, rights in know how and all other intellectual property rights and analogous rights as may exist anywhere in the world for the full term of those rights together with all reversions, revisions, extensions and renewals, all registrations and pending registrations, the benefit of any pending applications for such registrations and the right to apply for registrations or for the protection of such rights and all rights of action, powers or benefits belonging or accrued in relation to such rights (including the right to sue for and recover damages for past infringement); and

"**Services**" means the services set out in Article 2.1 and Schedule 1 to this Agreement;  
and

"**Termination Date**" means the date this agreement terminates for whatever reason.

## **ARTICLE 1. TERM**

This Agreement shall commence on September 2<sup>nd</sup>, 2018 (unless delayed by client) (the "**Commencement Date**") and shall renew annually unless and until terminated by either Entech or the Consultancy

## **ARTICLE 2. THE CONSULTANCY'S RESPONSIBILITIES**

2.1 The Consultancy shall provide to Entech the Services through its employee the Consultant pursuant to the terms and conditions of this Agreement. The Consultancy shall procure that the Consultant, when providing the Services, shall devote their full time, knowledge, skill and care to the provision of the Services. The Consultant will provide the Services under this agreement personally. Neither the Consultancy nor the Consultant will assign or sub-contract the Services to any other person, firm, company or organisation without the prior written consent of Entech. If additional services are to be covered by this Agreement, the parties shall prepare additional sequentially numbered Schedules to be signed by all parties.

2.2 The Services shall be provided for such hours and at such places as are necessary for the proper performance of the Services.

2.3 Without prejudice to the provisions of Article 2.1, the Consultancy may use another person, firm, company or organisation to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that Entech will not be liable to bear the cost of such functions.

2.4 The Consultancy and the Consultant undertake that:

(a) the Consultancy and the Consultant shall promptly give to Entech lawfully direct (in writing if so requested) all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the business of Entech or any Group Member;

(b) the Consultancy and the Consultant shall comply with all reasonable standards of safety, take due regard and comply with the safety regulations of Entech and of any Group Member and all relevant statutory provisions which may be in force from time to time, and report to Entech any incident which could give rise to any unsafe working conditions or practices;

(c) the Consultant shall travel to such places (whether within or outside the United Kingdom) and in such manner and on such occasions as Entech may from time to time require in connection with the provision of the Services;

(d) neither the Consultancy nor the Consultant shall at any time during the term of this agreement or thereafter make or cause or permit to be made any untrue or misleading statement in relation to the provision of the Services or any products or

services designed, manufactured, distributed or provided by Entech or by any Group Member or in relation to any Group Member;

(e) neither the Consultancy nor the Consultant shall at any time during the term of this agreement or thereafter do or say anything which damages or which could reasonably be expected to damage the interests or reputation of Entech or its officers, employees, agents or consultants or any Group Member or its officers, employees, agents or consultants;

(f) the Consultancy and the Consultant shall ensure that the time committed by the Consultant to the provision of the Services is accurately recorded to the satisfaction of Entech;

(g) they will comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements"), and they have and shall maintain in place throughout the term of this agreement their own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;

(h) they will immediately notify Entech if a foreign public official becomes an officer or employee of the Consultancy or acquires a direct or indirect interest in the Consultancy (and the Consultancy warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this agreement);

(i) they will ensure that all persons associated with the Consultancy or other persons who are performing services or providing goods in connection with this agreement comply with this Article 2.4; and

(j) within 3 months of the date of this agreement, and annually thereafter, certify to Entech in writing signed by an officer of the Consultancy, compliance with this Article 2.4 by the Consultancy and all persons associated with it, including the Consultant, and all other persons for whom the Consultancy is responsible under Article 2.4. The Consultancy shall provide such supporting evidence of compliance as Entech may reasonably request.

2.5 If written notice pursuant to Article 13 is given by Entech to the Consultancy to terminate this agreement Entech may notwithstanding any other terms of this agreement:

(a) require the Consultancy through its employee the Consultant to perform such services as Entech may designate so long as such services are not demeaning; or

(b) require no services to be performed under this Agreement, until the expiry of the notice period on condition that Entech will continue to pay the Fee to the Consultancy in accordance with Article 13.

2.6 The Consultancy shall: (a) comply with all applicable laws while performing the Services; (b) obtain all necessary consents and authorisations prior to providing Services; (c) ensure that none of the Services nor the Work Product will infringe on the proprietary or ownership rights, of any party; (d) calculate, report, and

remit all sales, use, excise, or similar taxes related to its performance of the Services; and (e) be solely liable for any taxes, penalties, or interest which may be imposed due to the Consultancy's failure to timely file returns or deposit appropriate taxes of any nature whatsoever. In addition, the Consultancy agrees that in the course of performing its obligations hereunder, that it will do so without regard to race, colour, religion or belief, national origin, sex, marital, sex orientation, age or disability.

2.7 The Supplier may utilise such persons as is necessary in the performance of the services, and make substitutions thereof, provided always such persons, in the reasonable opinion of the client, are suitably qualified and experienced to perform the services.

### **ARTICLE 3. FEES**

3.1 Entech shall (subject to receipt by Entech of appropriate invoices in accordance with Article 3.2) pay to the Consultancy a fee at the rate of 625 GBP per day (the "**Fee**").

3.2 The Fee shall accrue from day to day (Business Days only to be included) during the month in which the Services are provided and be payable within 30 Days of date of the Consultancy's invoice to Entech. Payment of the Fee shall only be made by Entech on receipt from the Consultancy of an appropriate invoice for the Services provided. Invoices shall be rendered monthly and should be marked for the attention of **[Mark Stevenson/Finance Manager]**.

### **ARTICLE 4. OTHER ACTIVITIES**

4.1 The Consultancy and the Consultant may perform other services for third parties during the term of this Agreement or any extension thereof, provided that such activity:

- (a) does not interfere with the efficient and timely performance of the Services;
- (b) does not cause a breach of any of the obligations set out in articles 2 or 5;
- (c) is not in competition with, or being performed on behalf of (directly or indirectly) any person, firm or corporation operating a similar or competing business to that of Entech or its Clients;

and provided that the Consultancy does not have any financial or other personal interest in such services which creates a conflict of interest or perceived conflict of interest with the performance by the Consultancy or the Consultant(s) of its/their duties and obligations under this Agreement.

4.2 The Consultancy and the Consultant shall immediately disclose to Entech any conflict of interest which arises in relation to the provision of the Services as a result

of any present or future appointment, employment or other interest of the Consultancy or the Consultant.

4.3 The Client is not obliged to offer contracts to the Company nor is the Company obliged to accept such contracts if offered. The Company is not obliged to make its services available. Specifically both parties declare that they do not wish to create or imply any mutuality of obligations whatsoever, either during the course of this Contract for Services or during any period when contracts are not available.

#### **ARTICLE 4. ENTECH'S RESPONSIBILITIES**

4.1 Entech shall: (a) comply with all applicable laws while performing its responsibilities; and (b) obtain any necessary consents and authorizations prior to performing its responsibilities hereunder.

#### **ARTICLE 5. CONFIDENTIALITY**

5.1 In performing the Services, the Consultancy and the Consultant acknowledge that both will have access to information concerning Entech and its Clients. The Consultancy and the Consultant acknowledge and agree that all tangible and intangible information revealed, obtained, or developed in the course of or in connection with the performance under this Agreement, including, without limitation, all information relating to Entech and any Client (collectively "**Confidential Information**") shall be considered as confidential and proprietary information, and shall not be disclosed to any third party without the prior written consent of Entech. Confidential Information shall include, without limitation: (a) Client Information; (b) marketing strategies, targeting methods, and other Client business objectives; and (c) programming techniques and technical, developmental, cost and processing information.

5.2 The Consultancy and the Consultant shall use Confidential Information only for the purpose of providing the Services and shall not accumulate in any way or make use of Confidential Information for any other purpose. The Consultancy shall ensure that only the Consultant, its employees, authorized agents, professional advisors or subcontractors who need to know Confidential Information to perform Services will receive Confidential Information and that such persons agree to be bound by the provisions of this Article 5. Without Entech's prior written consent, the Consultancy and the Consultant may not disclose Confidential Information to any unauthorized party.

5.3 The Consultancy further agrees to maintain, and cause the Consultant, its employee(s), agent(s) and subcontractor(s) to maintain, the existence of this Agreement

and the nature of the Consultancy's obligations hereunder (both of which constitute Confidential Information) strictly confidential.

5.4 The obligations with respect to Confidential Information shall not apply to Confidential Information that: (a) the Consultancy or its personnel already know at the time it is disclosed as shown by their written records; (b) is publicly known without breach of this Agreement; (c) the Consultancy received from a third party authorized to disclose it without restriction; (d) the Consultancy, its agents or subcontractors, developed independently without the use of the Confidential Information; or (e) any disclosure or case authorised by Entech or required in the ordinary and proper course of the implementation of this agreement or as required by the order of a court of competent jurisdiction or an appropriate regulatory authority, to the extent required and if permitted by law, if the Consultancy first notifies Entech, so Entech may seek a protective order. Subsection (b) above does not apply to Client Information.

5.5 The Consultancy and the Consultant shall keep secret and shall not at any time either during this Agreement, or after its termination, for whatever reason, use communicate or reveal to any person for its, his or their own or another's benefit, any secret or confidential information either in whole or in part concerning the business, finances or organisation of Entech or any other Group Member, its or their suppliers or customers which shall have come to its, his or their knowledge during the course of this agreement. The Consultancy and the Consultant shall also use their best endeavours to prevent the publication or disclosure of any such information.

5.6 All documents, including without limitation materials, records, correspondence, diaries, papers, notes, memoranda, facsimiles, computer disks and information on whatever media and wherever located and whether or not confidential or a trade secret created by the Consultancy or the Consultant in providing the Services or in connection with or in any way affecting or relating to the business of Entech shall be and remain the property of Entech and Entech shall be the absolute beneficial owner of the copyright in any such document.

5.7 The Consultancy and the Consultant shall at any time during the continuance of this agreement if so required by Entech, and in the event of the termination of this agreement for whatever reason (whether lawfully or otherwise), immediately surrender to Entech all original and copy documents in their possession, custody or control (including, without limitation, all books, documents, papers, keys, materials) belonging to Entech or to any Group Member or relating to the business of Entech or to any Group Member together with any other property belonging to Entech or to any Group Member.

5.8 The Consultancy and the Consultant shall, if requested by Entech, irretrievably delete any information relating to the business of Entech or any member of the Group stored in any magnetic or optical disc or memory and all matter derived from

them which is in their possession, custody, care or control outside the premises of Entech or any Group Member and in each case shall produce such evidence of deletion as Entech may require.

5.9 Therefore, notwithstanding anything to the contrary contained in this Agreement, the Consultancy and the Consultant agree that (1) they shall not disclose or use any Client Information except to the extent necessary to carry out the obligations under this Agreement and for no other purpose, (2) they shall not disclose Client Information to any third party, including, without limitation, third party service providers, without the prior written consent of Entech and an agreement in writing from the third party to use or disclose such Client Information only to the extent necessary to carry out the Consultancy's obligations under this Agreement and for no other purposes, (3) they shall maintain, and shall require all third parties approved under subsection (2) to maintain, effective information security measures to protect Client Information from unauthorized disclosure or use, and (4) it shall provide Entech with information regarding such security measures upon the reasonable request of Entech and, upon reasonable notice, Entech shall have the right to audit such security measures. In the event that the Consultancy learns or has reason to believe that Client Information has been disclosed or accessed by an unauthorized party ("**Security Event**"), the Consultancy will as soon as possible give notice of such event to the relevant Client. If there is a Security Event, the Consultancy will comply with all applicable laws relating to such Security Event and will provide reasonable cooperation to the relevant Client in carrying out its legal obligations under applicable laws relating to the Security Event. The Consultancy acknowledges that the law may require that it notify the individuals whose information was disclosed that a Security Event has occurred. The Consultancy agrees that it will not notify the individuals unless legally required and, if permitted by law, until the Consultancy first consults with the relevant Client and the Client has had an opportunity to review any such notice. The obligations set forth in this Section shall be perpetual and shall survive termination of the Agreement. For the purposes of this Agreement, "**Client Information**" means the personal information of Entech Client customers or prospective customers received by the Consultancy in connection with this Agreement including, but not limited to (i) an individual's name, address, e-mail address, IP address, telephone number and/or social security number, (ii) the fact that an individual has a relationship with Client, or (iii) an individual's account information.

5.10 The Consultancy agrees that any unauthorized use or disclosure of Confidential Information may cause immediate and irreparable harm to Entech or Clients for which money damages may not constitute an adequate remedy. In that event, the Consultancy agrees that injunctive relief may be warranted in addition to any other remedies Entech may have. In addition, the Consultancy agrees promptly to advise Entech or Client in writing of any unauthorized misappropriation, disclosure or use by any person of Confidential Information which may come to its attention and to

take all steps at its own expense reasonably requested by Entech or Client to limit, stop or otherwise remedy such misappropriation, disclosure or use.

5.11 Upon Entech or Client demand, or upon the termination of this Agreement, unless instructed otherwise by Entech, the Consultancy will return to Entech or Client all Confidential Information in its possession or constructive possession, custody or control (including any copies or reproductions thereof). The Consultancy shall certify in writing to Entech that it has done so and has not kept copies of any Confidential Information. Alternatively, with Entech prior written consent, the Consultancy may Destroy such Confidential Information, in which case the Consultancy shall certify in writing to Entech that all such Confidential Information has been so Destroyed. "Destroy" means, with respect to the subject information, destruction of such information through shredding, pulverizing, burning, destruction or erasure (in the case of electronic media), or other methods such that it cannot practicably be read or reconstructed.

5.12 Except as necessary for its performance under this Agreement, the Consultancy shall not use the name of Entech and Clients, its affiliates or subsidiaries in connection with any representation, solicitation, promotion, sales or marketing publication or advertisement, or make any public statement relating to Entech and Clients, its affiliates or subsidiaries, without the prior full disclosure of same to Entech, and the prior written consent of Entech.

5.13 The obligations of Article 5 shall survive the termination of this Agreement.

## **ARTICLE 6. INTELLECTUAL PROPERTY**

6.1 The Consultancy and the Consultant agree that any work product it produces in the course of this Agreement, or any pre-existing work product that it modifies in the course of providing Services (collectively, the "**Work Product**"), will be assigned to Entech pursuant to this Article 6.1. Such Work Product shall be disclosed to Entech and shall belong to and be the absolute property of Entech, or such Group Member, as Entech may direct.

6.2 Such Work Product shall include, without limitation, information, reports, studies, creative, copy, artwork, software, functional specifications, design specifications, software (including source code, object code, and any other form of software code) flow charts, programmers' notes, diagrams, programming documentation, business, or trade name or get-up (whether capable of being patented or registered or not) and other tangible or intangible matter whatsoever made, created, devised, developed, discovered or produced by the Consultant either alone or with any other person as a result of any services or other act or under this Agreement or capable of being used or adapted for use by Entech or in connections with the business of



Entech, as well as any pre-existing work of authorship which has been modified or enhanced by the Consultancy in the course of performance under this Agreement.

6.3 The Consultancy and the Consultant hereby irrevocably assign with full title guarantee, all existing and future Intellectual Property Rights in the Works. Insofar as they do not vest automatically under this agreement the Consultancy and the Consultant agree to hold legal title in such Work Product on trust for Entech.

6.4 The Consultant irrevocably and unconditionally waive all rights under Chapter IV Copyright, Designs and Patents Act 1988 and any other moral rights which they may have in the Works in connection with his authorship of any existing or future copyright work in the course of the provision of the Services, in whatever part of the world such rights may be enforceable, including, without limitation:

- a. the right conferred by section 77 of that Act to be identified as the author of any such work; and
- b. the right conferred by section 80 of that Act not to have any such work subjected to derogatory treatment.

6.5 The Consultant irrevocably appoints Entech to be their attorney and in their name and on their behalf to execute and do any such instrument or thing and generally to use their name for the purpose of giving to Entech the full benefit of this Article.

6.6 The Consultant if and whenever required to do so by Entech shall at the expense of Entech:

- (a) apply or join with Entech in applying for letters patent, registered design, trade mark or other protection or registration in the United Kingdom and in any other part of the world for any Works;
- (b) execute and do all instruments and things necessary for vesting such patents, registered designs, trademarks or other protection or registration when obtained and all right title and interest to and in the same absolutely and as sole beneficial owner in Entech or in such other person as Entech may specify; and
- (c) sign and execute all such documents, and do all such things as Entech may reasonably require in respect of any proceedings in respect of such applications and any publication or application for revocation of such patent, registered designs, trademarks or other protection.

6.6 Any work product that the Consultancy produced prior to this Agreement's effective date and did not modify for purposes of providing Services will not be considered Work Product.

## **ARTICLE 7. POST TERMINATION RESTRICTIONS**

### **Definitions**

7.1 For the purposes of this Article the following words have the following meanings:

**"Customer"** means any customer or client of Entech in connection with the Restricted Business or any other person, firm or company to whom Entech has presented or approached or with whom Entech has negotiated with a view to that person becoming a customer or client of Entech in connection with the Restricted Business and who became a customer or client within six months following the Termination Date and in each case provided that during the six month period immediately prior to the Termination Date the Consultancy or the Consultant has dealt or sought to deal on behalf of Entech or in connection with this agreement with that customer or client or person, firm or company or the Consultancy and/or the Consultant has been responsible during such period for the account of or for managing any business relationship with that customer or client or person firm or company;

**"Restricted Business"** means the business of Entech at the Termination Date but limited to services of a kind with which the Consultancy or the Consultant was concerned or involved in the course of this engagement during the six month period immediately prior to the Consultancy ceasing to be engaged or for which the Consultancy or the Consultant has been responsible during such period;

**"Restricted Person"** means any person who has at any time in the period of six months prior to the Termination Date been employed by Entech or who is a consultant to Entech and in either case works in a senior Consultant or a senior technical or a senior advisory capacity in the Restricted Business and who was known to or worked with the Consultancy or the Consultant during that period.

### **Duties and obligations**

- 7.2 The Consultancy and the Consultant acknowledge that:
- a. their primary duty under this agreement is to ensure the Services referred to in this agreement are provided;
  - b. the information gained by it or him in the provision of the Services is not or may not be known by the general public or by the majority of those engaged in the business of Entech;
  - c. by virtue of this agreement and engagement the Consultancy and the Consultant will obtain confidential information as to the business, operations and organisation of Entech including names of customers and their operations which belongs exclusively to and is of substantial value to Entech; and
  - d. the Services to be provided under this agreement are expected to be of a special nature as provided for in schedule 1 to this agreement, and that accordingly the Consultancy and the Consultant agree to be bound by this Article 7 in order to protect the legitimate interests of Entech.

### **Non-solicitation of customers**

7.3 During the term of this Agreement, the Consultancy will not directly or indirectly solicit, accept business from or perform services for any Customer on the Consultancy's own account or for the benefit of others without the express written authorisation of Entech. Neither the Consultancy nor the Consultant shall for a period of six months after the Termination Date either personally in the case of the Consultant or by an agent in the case of the Consultant and the Consultancy and either on his or its own account or for or in association with any other person directly or indirectly canvass, solicit, approach or seek out or cause to be canvassed, solicited, approached or sought out any Customer for orders or instructions in respect of any goods or services provided or supplied by Entech or substantially similar to such goods or services in connection with the Restricted Business.

#### **Non-dealing with customers**

7.4 Neither the Consultancy nor the Consultant shall for a period of six months after the Termination Date either personally in the case of the Consultant or by an agent in the case of the Consultant and the Consultancy and either on his or its own account or by or in association with any other person or otherwise directly or indirectly engage in the Restricted Business with any Customer.

#### **Non-solicitation of Restricted Persons**

7.5 Neither the Consultancy nor the Consultant shall during the term of this agreement, or for a period of six months after the Termination Date either personally in the case of the Consultant or by an agent in the case of the Consultant and the Consultancy and either on his or its own account or for or in association with any other person directly or indirectly solicit or endeavour to entice away from Entech any Restricted Person or induce any Restricted Person to breach their contract of employment or break their relations or engagement with Entech or encourage a Restricted Person to resign.

#### **Non-interference with supplies**

7.6 Neither the Consultancy nor the Consultant shall for a period of six months after the Termination Date either personally in the case of the Consultant or by an agent in the case of the Consultant and the Consultancy and either on his or its own account or for or in association with any other person directly or indirectly interfere or seek to interfere or take such steps as may be likely to interfere with the continuance of supplies to Entech in respect of the Restricted Business (or the terms relating to such supplies) from any supplier or seek to damage the relationship between any supplier and Entech who has supplied goods or services to Entech in the six month period immediately prior to the Termination Date.

#### **Non-competition**

7.7 Neither the Consultancy nor the Consultant shall for the period of six months after the Termination Date whether directly or indirectly:

- a. take up or hold any office in connection with any business which is engaged or is intended to be engaged in the Restricted Business;
- b. take up or hold any post or position which enables or permits the Consultancy and/or the Consultant to exercise whether personally in the case of the Consultant or by an agent in the case of the Consultant and the Consultancy and whether on his or its own account or in association with or for the benefit of any other person either a controlling influence over any business which is engaged or is intended to be engaged in the Restricted Business; or
- c. take up or hold any employment or consultancy in connection with any business which is engaged or is intended to be engaged in the Restricted Business, which would have the necessary or probable result of the Consultancy and/or the Consultant being engaged in business activities which are the same or similar to the Restricted Business.

### **Application of Post Termination Restrictions to Group Members**

7.8 Where, during the period of six months prior to the Termination Date, the Consultancy or the Consultant were engaged in or responsible for the business of any Group Member (each of which is hereinafter called "**Relevant Company**"), in addition to the covenants given in Articles 7.3 to 7.7 above the Consultancy and the Consultant hereby covenant with Entech (which for the purposes of this paragraph shall act as trustee for each Relevant Company) in relation to each of the Articles 7.3 to 7.7 inclusive as if every reference therein to Entech was a reference to the Relevant Company and the definitions of "Customer", "Restricted Business" and "Restricted Person" in Article 7.1 apply with the substitution of "the Relevant Company" for Entech.

7.9 The Consultancy and the Consultant undertake with Entech that it and he will observe any substitute restrictions (in place of those set out in Articles 7.3 to 7.8 above) as Entech may from time to time specify in writing which are in all respects less restrictive in extent than those specified in Articles 9.3 to 9.8 above.

7.10 If any breach or violation of any of the terms of Articles 7.3 to 7.8 inclusive occurs, the Consultancy and the Consultant and Entech agree that damages alone might not compensate for such breach or violation and that in those circumstances injunctive relief would be reasonable and essential to safeguard the interests of Entech and that an injunction in addition to any other remedy may accordingly be obtained by Entech. No waiver of any such breach or violation shall be implied by the fact that Entech for the time being and for whatever reason takes no action in respect of such breach or violation.

7.11 The Consultancy and the Consultant fully understand the meaning and effect of the covenants given by them above and acknowledge and accept that such covenants are fair and reasonable in all the circumstances at the time this agreement was made.

## **ARTICLE 8. AUDITS AND PROGRESS REVIEWS**

8.1 In order to verify the Consultancy's compliance with this Agreement, Entech shall have the right to conduct quarterly reviews of the Consultancy's performance hereunder and to otherwise confer with the Consultancy periodically to review the progress and status of the Services by conference calls, meetings, written progress reports or other means that Entech reasonably designates ("Audit"). Entech shall give the Consultancy reasonable advance notice of any Audit, and the parties shall schedule a mutually convenient time for any Audit. Notwithstanding the above, Entech may conduct an Audit immediately if Entech reasonably believes that Confidential Information has been or is about to be disclosed in an unauthorized manner.

8.2 An Audit may include, without limitation, inspection and review of all aspects of the Consultancy's business practices related to the Consultancy's performance of Services. The Consultancy shall cooperate fully with Entech in any Audit. Any authorized representative of Entech may conduct an Audit.

8.3 If an Audit leads Entech to conclude that the Consultancy breached the provisions of this Agreement or that any of the Consultancy's business practices related to its performance of the Services present a risk of unauthorized disclosure of Confidential Information, the Consultancy shall use its best efforts to change such business practices as soon as possible to the reasonable satisfaction of Entech.

## **ARTICLE 9. INSURANCE**

9.1 The Consultancy shall take out and maintain full and comprehensive insurance policies for fraud, wilful default, negligence, infringement of third party intellectual property rights, employers' liability and public liability in respect of the provision of the Services by the Consultancy and the Consultant to Entech under this agreement at a level of cover and on terms reasonably acceptable to Entech and shall notify the insurers of Entech's interest and shall cause such interest to be noted on the policies. The Consultancy shall supply to Entech on request copies of such policies and evidence that premiums on them have been paid.

9.2 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultancy will be fully responsible for the payment of all remuneration payable to and any benefits provided for the Consultant under his contract of employment with the Consultancy including any income tax, national insurance and any other form of taxation or social security cost in respect of his remuneration or benefits. The Consultancy and the Consultant will jointly and severally indemnify and keep indemnified Entech and each and every Group Member for and in respect of any income tax, value added tax and national insurance and social security contributions and any other liability, loss, damage, cost, expense, deduction, contribution, assessment or claim Entech or any Group Member suffers or incurs as a

result of any claims against Entech or any Group Member for such sums and other claims or findings arising out of the Consultant being found to be an employee of Entech. The Consultancy and the Consultant will further jointly and severally indemnify Entech and each and every Group Member against all reasonable costs and expenses and any penalty, fine or interest incurred or payable by Entech in connection with or in consequence of any further liability, deduction, contribution, assessment or claim including any claim by any third party other than where such liability, deduction or contribution arising out of the assessment or claim or finding arises out of Entech's negligence or wilful default.

9.3 Entech may at its option satisfy such indemnity referred to in Article 9.2 without prejudice to such indemnity (in whole or in part) by way of deduction from the fees or expenses to be paid by Entech under this agreement. Entech shall be entitled to deduct from any amounts payable to the Consultancy and all amounts so paid or required to be paid by it and, to the extent that any amount of taxes paid or required to be paid by the Consultancy shall exceed the amounts payable by Entech to the Consultancy, the Consultancy shall indemnify Entech in respect of such liability and shall, upon demand, reimburse Entech such excess.

## **ARTICLE 10. AUTHORITY AND RELATIONSHIP OF THE PARTIES**

120.1 The Consultancy shall perform the Services as an independent contractor, and nothing contained in this Agreement or otherwise shall be deemed to create any employment, partnership, or joint venture between the Consultancy, Entech and its Client. The Consultancy shall make all required reports and remittances to applicable tax and regulatory authorities in a timely manner and prior to the imposition of any interest or penalty.

10.2 The Consultant is an employee of the Consultancy and at no time will the Consultancy or the Consultant hold the Consultant out as being an employee of Entech or any Group Member. Nothing in this agreement shall be construed or have effect as construing any relationship of employer and employee between Entech and the Consultancy or between Entech and the Consultant.

10.3 The Consultancy and the Consultant shall not assume, create or incur any liability or obligation on behalf of Entech or any Group Member (and acknowledge that neither the Consultancy nor the Consultant has the right to do so) save as specifically authorised in writing by Entech.

10.4 The Consultant shall not fulfil any management function at Entech other than that allotted to him, nor shall he have authority to give Entech's employees any instruction.

10.5 The Consultancy and the Consultant undertake that neither shall, at any time after the termination of this agreement for whatever reason, either personally in the case of the Consultant or by an agent in the case of the Consultant and the Consultant, directly or indirectly represent himself or itself, and shall procure that any such agent shall not represent itself, as being in any way connected with or interested in the business of Entech.

10.6 Neither the Consultancy nor the Consultant shall assign this agreement to any person nor shall it or he sub-contract or delegate to any person any of his or its responsibilities under this agreement without the prior written consent of Entech.

10.7 None of the parties to this agreement is the partner of any other and nothing in this agreement shall be construed or have effect as rendering the Consultancy or the Consultant a partner or an employee of Entech.

10.8 Neither the Agency nor the Client shall be entitled to or seek to exercise any control over the operatives in the manner of the performance of the Project.

#### **ARTICLE 11. REPRESENTATIONS AND WARRANTIES**

11.1 The Consultancy warrants to Entech on a continuing basis that:

(a) the Consultancy employs the Consultant and has available to it the exclusive use of his services;

(b) by entering into this Agreement and performing the Services, neither the Consultancy nor the Consultant shall be in breach of any contract, internal regulation or any other obligation to a third party;

(c) they will comply with all applicable laws in the performance of their obligations under this Agreement; and

(d) the Services will be performed, and the goods, materials, documentation, analysis, data, programs, and other matter contemplated in performing hereunder will be prepared and delivered, by qualified personnel in a timely manner on a good and workmanlike best efforts basis and shall meet all specifications as determined in Entech or its Clients' in their absolute discretion.

11.2 Entech represents and warrants on a continuing basis that:

(a) it is duly organized, qualified, and in good standing under the laws of the State of Pennsylvania;

(b) by entering into this Agreement and performing the Services, it shall not be in breach of any contract, internal regulation or any other obligation to a third party; and

(c) it will comply with all applicable laws in the performance of their obligations under this Agreement.

## **ARTICLE 12. INDEMNIFICATION**

12.1 The Consultancy shall indemnify and hold harmless Entech, its Clients, subsidiaries and affiliates, their respective directors, officers, employees, agents, attorneys, affiliates, successors, and assigns from all claims, losses, liabilities, damages, government procedures, taxes, penalties or interest, associated auditing and legal expenses and other costs incurred by Entech arising from the Consultancy's: (a) performance of the Services or its other obligations under this Agreement; (b) misrepresentation or breach of any representation, warranty, obligation or covenant of this Agreement; (c) knowing violation of a third party's rights by the use or distribution of the Work Product or other work product of the Consultancy or any third party; (d) unauthorized use of any Entech, Client or third party's trademarks or other intellectual property; and (e) negligence or willful misconduct resulting in bodily injury or property damages to the Consultancy or Entech personnel or any third party, except to the extent Entech or Client personnel knowingly caused such injury or damage by their negligence or misconduct.

12.2 The Consultancy further agrees, at its own expense, to defend or settle any claim brought against Entech for patent, copyright, trade secret or trademark infringement in connection with any Work Product. Entech shall provide the Consultancy with prompt written notice of the claim, authority to proceed and full information and assistance to defend or settle the claim. At its sole option and expense, the Consultancy may procure for Entech or any Client the right to use the Work Product, replace the Work Product with a non-infringing substitute with substantially the same functionality or suitably modify the Work Product so that it is non-infringing. Notwithstanding the foregoing, the Consultancy assumes no liability for infringement claims arising from combination of the Consultancy's work with products not provided by the Consultancy personnel, if such claim would not exist in the operation or use of the Consultancy's work or in the Work Product itself; or modification of the Work Product, unless the Consultancy personnel made such modification.

12.3 Entech shall indemnify and hold harmless the Consultancy from all claims, losses liabilities, damages, suits, actions, government procedures, taxes, penalties or interest, associated auditing and legal expenses and other costs incurred by the Consultancy arising from Entech: (a) misrepresentation or breach of any representation, warranty, obligation or covenant of this Agreement; (b) failure to comply with applicable laws or regulations; and (c) negligence or willful misconduct resulting in



bodily injury or property damages to Entech or the Consultancy personnel or any third party, except to the extent the Consultancy knowingly caused such injury or damage by its negligence or misconduct.

12.4 The party to be indemnified (the “**Indemnified Party**”) shall notify the other party promptly of any claim under this Article 12. The other party shall afford the Indemnified Party the opportunity to defend or participate in the defence of such claim. The other party shall make no settlement of an indemnified claim specifically naming or directly affecting the Indemnified Party’s without the Indemnified Party’s prior written approval.

### **ARTICLE 13. TERMINATION OF AGREEMENT**

13.1 This Agreement is effective on the date first written above and will remain in effect through the time period specified Article 1. Either party may terminate this Agreement upon:

- (a) the failure of the other party to perform any material obligation hereunder that remains uncured after twenty (20) days' prior written notice;
- (b) material breach by any of the parties to this Agreement of any of the covenants, obligations or stipulations to be performed or observed by the Consultancy, the Consultant or Entech under this Agreement;
- (c) if Entech or the Consultancy enters into liquidation, whether compulsorily or voluntarily (other than for the purpose of a reconstruction);
- (d) if the Consultant becomes bankrupt or suffers any similar action in consequence of debt; and/or
- (e) if a receiver or administrator is appointed of the undertaking and assets of any of the parties to this Agreement.

13.2 Entech shall have the further right to terminate this agreement immediately by notice in writing to the Consultancy upon the happening of any of the following events:

- (a) if the Consultant becomes of unsound mind or if while he is a patient within the meaning of the Mental Health Acts ("Acts") an order shall be made in respect of his property under those Acts or any statutory modification or re-enactment of them;
- (b) notwithstanding Article 2.7, if the Consultant is unable properly to provide the Services by reason of ill-health, accident or otherwise for a period or periods aggregating at least 20 Business Days in any one period of 12 months;
- (c) if either the Consultancy or the Consultant fails or neglects efficiently and diligently to perform the Services or is guilty of any serious or (after warning) repeated breach of his or its obligations under this agreement (including any consent granted under it); or
- (d) if either the Consultancy or the Consultant is guilty of serious misconduct or any other conduct (whether in the performance of the Services or otherwise) which in the reasonable opinion of Entech affects or is likely to affect prejudicially the interests of

Entech or any Group Member or if the Consultancy is convicted of an arrestable offence (other than a road traffic offence for which a non-custodial penalty is imposed).

13.3 Articles 5, 6, 7, 9, 10 and 12 shall survive the termination of the Agreement.

13.4 The rights of the parties to terminate this Agreement are not exclusive of any other rights and remedies they may have at law for damages or otherwise.

#### **ARTICLE 14. LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with English law and Entech and the Consultancy and the Consultant agree that any dispute arising under this agreement shall be decided in the English Courts which shall have the sole jurisdiction in any such matter.

#### **ARTICLE 15. NOTICES**

Any notice or other written communication to be given under or in connection with this agreement shall be in writing and may be delivered personally or sent by first class post (or by airmail if the party giving the notice is overseas) or by facsimile or by email. Any notice or communication required under this Agreement will be effective when received and sufficient if given in writing

To Entech: Taylor Wessing LLP  
5 New Street Square  
London EC4A 3TW

Any such notice or other written communication shall be deemed to have been served:

- (a) in the case of a corporate addressee if marked for the attention of the managing director;
- (b) if personally delivered, at the time of delivery;
- (c) if posted, at the expiry of two Business Days or in the case of airmail four Business Days after it was posted;
- (d) if sent by facsimile message, at the time of transmission (if sent during normal business hours, that is 9.30 to 17.30 local time) in the place from which it was sent or (if not sent during such normal business hours) at the beginning of the next Business Day in the place from which it was sent;
- (e) if sent by email, at time of delivery to the recipient's computer.

#### **ARTICLE 16. ENTIRE AGREEMENT, AMENDMENT, ASSIGNMENT**

16.1 This Agreement, together with any non-disclosure agreement previously executed by and between the Consultancy, the Consultant and Entech ("Non-Disclosure Agreement"), which terms are hereby incorporated by reference, shall constitute the entire agreement and understanding between Entech and the Consultancy and the

Consultant and as from the Commencement Date all other agreements or arrangements between the parties relating to the provision of any services by the Consultancy or by the Consultant shall cease to have effect. The Non-Disclosure Agreement shall survive independently of this Agreement and constitutes continuing co-extensive obligations of the parties hereto; provided, however, that the Non-Disclosure Agreement shall only govern the relationship of the parties hereto prior to the date hereof, and this Agreement shall only govern the relationship of the parties hereto on and after the date hereof.

16.2 This Agreement is and shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and permitted assigns and may not be changed or modified except in a writing signed by both parties.

16.3 This Agreement and its obligations may not be assigned by either party except upon the prior written consent of the other party.

16.4 The Consultancy and Entech and the Consultant confirm that they have not entered into this agreement in reliance upon any representation, warranty or undertaking of any other party which is not set out or referred to in this agreement.

16.5 This Agreement may be entered into by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but the counterparts shall together constitute one and the same instrument.

#### **ARTICLE 17. WAIVER; SEVERABILITY**

17.1 A failure or delay of either party to enforce any of the provisions of this Agreement may in no way be construed to be a waiver of such provision.

17.2 If at any time any provision of this Agreement is held to be invalid, illegal, or unenforceable, in whole or in part, under any rule of law or enactment, such or part shall to that extent be deemed not to form part of this Agreement, without affecting in any way the remaining provisions or rendering any other provision of this Agreement invalid, illegal, or unenforceable.

**EXECUTED** as a deed )  
by Entech by: )  
)

.....  
Director

in the presence of:

Witness: .....

Name: .....

Address: .....

.....

.....

**EXECUTED** as a deed by )  
the Consultancy )  
)  
)

.....  
Director

Witness: .....

Name: .....

Address: .....

.....

.....

## **SCHEDULE 1**

CONSULTANCY: KLM Software Consultancy Limited

CONSULTANT: Khushhal Singh Yadav

TENTATIVE START DATE: Sep 3<sup>rd</sup>, 2018

END DATE: Sep 3<sup>rd</sup>, 2019

DAILY RATE: 625 GBP

SERVICES TO BE PROVIDED: Java Development

The CONSULTANT shall record his billable hours each day in accordance with the method and procedures prescribed by ENTECH. Consultant shall submit his record of billable hours to the CONSULTANCY and ENTECH on a weekly basis. ENTECH shall maintain the record(s) of billable hours submitted by the CONSULTANT for the full term of this Agreement.