

2nd Floor 33 Queen Street,
London,
England,
EC4R 1AP
+44(0)203 327 3081
contractor@wearelhi.com

Wednesday, 04 July 2018

Dear Krishna

Congratulations on your contract through Lawrence Harvey, which is a trading division of LHi Group Limited, with Ensono to start on 16 Jul, 2018.

LHi Group Ltd is a professional staffing company so it is key for us to protect both you and ourselves and ensure you have a positive experience working with us. As part of our on-boarding process we therefore require the following documents from you:

- Proof of your right to work in the country of the Assignment: Passport - front cover and photograph pages - and visa (*if applicable*), or EU Identification card. Please ensure that this copy is in colour.
- National Insurance number
- A copy of your Certificate of Incorporation or proof of registration as a Sole Trader (*if you are not resident in the UK*)
- A copy of your VAT certificate (*if registered*)
- A copy of your Professional Indemnity insurance, Public Liability and Employers Liability certificates (*Coverage of £5,000,000 minimum as requested by the Client. This will need to be kept up to date and renewed should the end of your placement extend past the expiry of your policy*)
- Proof of address (*dated within the last 3 months – please note that a mobile phone bill will not satisfy this requirement*)
- Signed contract (*including signed Self-Billing Agreement*)

All documents need to be sent to contractor@wearelhi.com. If you are going through an umbrella organisation please let us know who we can forward this email onto.

Please note we cannot authorise you to commence the assignment or any payments to be made to you until we have received all of the requested documents listed above.

To save you time and administration costs Lawrence Harvey will be creating and sending invoices to you in your name. We will also be adding VAT/ Tax to your invoices if applicable. This means you do not need to send us invoices for time worked as we pay per authorised timesheet. For this reason HM Revenue and Customs (UK Financial Authority) requires us to provide you with a self-billing agreement that is attached to your contract. Please review this agreement and sign. If you have any questions with regards to the self-billing agreement, please let us know.

Lawrence Harvey has invested in an online timesheet software system, called ETZ, to help us provide you with a smooth service. You can sign off your timesheets anywhere in the world, it reduces errors and ultimately ensures you are paid on time.

Every month you will need to complete your timesheet on the ETZ system for which we will send you log in details on your first working day. If you are required to use the client's portal we require screenshots of approved

London

Manchester

Paris

New York

Santa Monica

timesheets for the previous calendar month in one email clearly stating the amount of days worked and sent to accounts@wearelhi.com. All payments will be processed monthly.

Timesheets must be completed and authorised by your line manager in-line with the payment schedule included in this welcome letter. The payment schedule will differ if you have opted to send invoices instead of signing the self-billing agreement.

Lastly, if it has been agreed that you can claim expenses then please contact us to discuss this process.

Congratulations again on your new assignment and we look forward to working with you.

Kind Regards,

The Lawrence Harvey Compliance Team

London

Manchester

Paris

New York

Santa Monica

2018 Contractor Payment Schedule

Please find below your monthly payment schedule. It is essential that we receive your authorised timesheet by 12pm GMT on the timesheet deadline date specified for each month in order for you to be paid on time.

Month Worked	1st Timesheet Deadline	1st Payment
Jan	07/02/2018	28/02/2018
Feb	07/03/2018	29/03/2018
March	09/04/2018	30/04/2018
Apr	08/05/2018	31/05/2018
May	07/06/2018	29/06/2018
Jun	06/07/2018	31/07/2018
Jul	07/08/2018	31/08/2018
Aug	07/09/2018	28/09/2018
Sept	05/10/2018	31/10/2018
Oct	07/11/2018	30/11/2018
Nov	07/12/2018	19/12/2018
Dec	08/01/2019	31/01/2019

Please note that there is only one payment made per month for time worked.

If you have any questions please contact the Accounts team on +44 (0) 207 327 3081 and we will be happy to help.

Kind Regards,

Accounts Team

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Manchester

Paris

New York

Santa Monica

Specification for the Supply of Consultancy Services

We offer to engage the Consultancy Services specified in the Assignment/ Project Specification on the terms set out in this Agreement and the Terms of Business of Lawrence Harvey, a trading division of LHi Group Ltd, a company registered in England and Wales No. 04444015 with its registered office at 2nd Floor 33 Queen Street, London, England, EC4R 1AP ("Lawrence Harvey").

Assignment/ Project Specification

Reference	HQ00005531/RT
Agreement Date	Monday, 23 July 2018
Consultant Company	Unique Analytics Limited
Registration Number	8824010
Client Name	Ensono Limited
Location	HSBC, 110 Southwark St, London SE1 0TA
Consultant undertaking the Services	Krishna Kommana
Aimed Outcome	Senior AWS Engineer
Start Date	16 Jul, 2018
Anticipated End Date	28 Sep, 2018 and subject in any event to any condition permitting earlier termination.
Standard Contract Rate	£625.00 Daily based on a minimum of 8 hours plus VAT as applicable
Additional Hours Agreement	1.25 x day rate. All overtime to be agreed in advanced with Ensono.
Payment Cycle	Monthly
Expenses Agreement/ Policy	As approved by the Client
Early Termination Provision	1 days' notice within the first week and 2 weeks' notice thereafter
EAA Conduct Regulations 2003 Contractor Status	Opt Out
Health and Safety Issues/ Risks	N/A

Duly authorised for and on behalf of
Lawrence Harvey

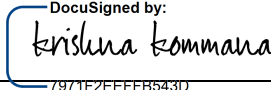
Signature: _____

Name: _____

Position: _____

Date: _____

Duly authorised for and on behalf of
the Consultant Company

Signature:  _____
7971F2EEFFB543D...

Name: Krishna Kommana

Position: Director

Date: 29 July 2018 | 1:32 PM PDT

London

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Paris

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Santa Monica

OPT OUT NOTIFICATION

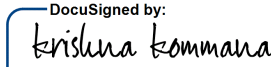
There is provision in the Conduct Regulations 2003 for companies and those workers whose services they supply, to opt out of the Conduct Regulations 2003. If, you, the Consultant Company, and the Consultant to be supplied to do the work wish to opt out, please read this form carefully. You are also recommended to take independent legal advice.

Date: Monday, 23 July 2018

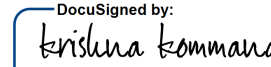
Parties: (1) Unique Analytics Limited, The Long Lodge, 265-269 Kingston Road, London, SW19 3NW (the "Consultant Company")
(2) Krishna Kommana (the "Consultant")

1. This Opt Out Notification is supplement to the agreement ("the Agreement") between Lawrence Harvey and the Consultant Company. The terms used in this notification shall have the same meaning as those defined in the Agreement.
2. The Consultant Company and the Consultant acknowledge that it is their intention that the provisions of the Conduct of Employment Agencies & Employment Businesses Regulations 2003 (the "Conduct Regulations 2003") do not apply to the Assignment or to any future assignment agreed between the parties.
3. The Parties have freely entered into this Opt Out notification.

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 Conduct Regulations 2003 shall not apply.

Signed 
7974F2EEFFB543D...
(For and on behalf of the Consultant Company)

Dated 29 July 2018 | 1:32 PM PDT

Signed 
7974F2EEFFB543D...
(The Consultant)

Dated 29 July 2018 | 1:32 PM PDT

Terms of Business

Recitals

- A. The Consultant Company carries on the business of the provision of consultancy services relating to all aspects of services specified in the attached Assignment/ Project Specification ("**Consultancy Services**").
- B. Lawrence Harvey has requested the Consultant Company and the Consultant Company has agreed with Lawrence Harvey, to provide the Consultancy Services on the terms and subject to the conditions of this agreement, Assignment/ Project Specification and any written and signed Special Conditions ("**Agreement**").

IT IS AGREED as follows:

1. INTERPRETATION AND DEFINITIONS

- 1.1 Unless the context otherwise requires, references to the singular include the plural.
- 1.2 The headings contained in the Agreement are for convenience only and do not affect their interpretation.
- 1.3 "**Assignment**" means the Consultancy Services, which the Consultant Company is engaged by Lawrence Harvey to render to the Client as more particularly detailed in the Assignment/ Project Specification.
- 1.4 "**Client**" means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 requiring the Consultancy Services of the Consultant Company and identified in the attached Assignment/ Project Specification.
- 1.5 "**Consultant Company**" means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 2006 providing the Consultancy Services to the Client and identified in the attached Assignment/ Project Specification.
- 1.6 "**Consultant**" means members of the Consultant Company's employees, officers or representatives undertaking the Consultancy Services as identified in the attached Assignment/ Project Specification which are engaged by the Consultant Company under a contract for services or a contract of services.
- 1.7 "**Timesheet**" means the document or device for time recording as provided by or on behalf of either Lawrence Harvey, or the Client, to the Consultant Company.

2. CONSULTANCY

- 2.1 This Agreement constitutes a contract for Consultancy Services between Lawrence Harvey and the Consultant Company upon being signed by the Consultant Company or upon commencing provision of the Consultancy Services, whichever is sooner.
- 2.2 The Consultant Company's obligation to provide the Consultancy Services shall be performed by the Consultant as the Consultant Company may consider appropriate. The Consultant Company shall be entitled to assign or sub-contract the performance of the Consultancy Services provided that Lawrence Harvey and the Client are reasonably satisfied that the assignee or sub-contractor has the required skills, qualifications, resources and personnel to provide the Consultancy Services to the required standard and that the terms of any such Assignment or sub-contract contain the same obligations imposed by this Agreement (Lawrence Harvey shall require a direct covenant from that party on transfer of the provision of the Consultancy Services) and further pre-condition to approving any such assignment or sub-contracting is that any person to whom the performance of the Consultancy Services has been assigned or sub-contracted has opted out of the Conduct Regulations 2003.
- 2.3 The Assignment/ Project Specification attached to this Agreement shall specify the Client, the fee payable by Lawrence Harvey and such expenses as may be agreed, health and safety issues/ risks and any other relevant information.
- 2.4 Save as otherwise stated in this Agreement, the Consultant Company shall be entitled to supply its services to any third party during the term of this Agreement provided that this in no way compromises or is to the detriment of the supply of its Consultancy Services to the Client or

otherwise breaches any pre-existing or future obligations to any third party.

3. THE CONTRACT

- 3.1 This Agreement, once it has been duly signed by both parties, constitutes the contract between Lawrence Harvey and the Consultant Company and governs the Assignment undertaken by the Consultant Company with the Client.
- 3.2 In the event that the Consultant Company begins the Assignment prior to this Agreement being signed then this Agreement shall be deemed accepted by any conduct of the Client or Consultancy Company that would indicate their acceptance, such matters to include but not be limited to: (a) the authorisation and /or signature by the Client of a Timesheet of a Consultant assigned by the Consultant Company to the Client or (b) the Consultant and / or Consultant Company commencing the provision of any services, accepting an Assignment or any analogous action on the part of either the Client, Consultant or Consultant Company.
- 3.3 No variation or alteration of this Agreement shall be valid unless approved in writing by a Director of Lawrence Harvey.
- 3.4 Neither Lawrence Harvey nor the Client is under any obligation to procure services from the Consultant Company and the Consultant Company is under no obligation to accept any Assignments that may be offered, save for the Assignment agreed under this Agreement. No party wishes to create or imply any mutuality of obligation between themselves either in the course of or between any performance of the Consultancy Services or during any notice period. Neither Lawrence Harvey nor the Client is obliged to pay the Consultant Company at any time when no Consultancy Services are being provided under this Agreement.

4. UNDERTAKING OF THE CONSULTANCY

- 4.1 The Consultant Company warrants to Lawrence Harvey that by entering into and performing its obligations under this Agreement it will not and to the best of the Consultant Company's knowledge is not likely to be in breach of any obligation which it owes to any third party either now or in the foreseeable future either in its provision of the Consultancy Services or Consultants.
- 4.2 The Consultant Company warrants that its Consultants have the necessary skills and qualifications to perform the Consultancy Services and that it will only supply Consultants to perform the Consultancy Services who have opted out of the Conduct Regulations 2003.

5. OBLIGATIONS OF THE CONSULTANCY

- 5.1 The Consultant Company agrees on its own part and on behalf of its Consultants as follows:
 - 5.1.1 Not to engage in any conduct detrimental to the interests of Lawrence Harvey or the Client which includes (but is not limited to) any conduct tending to bring Lawrence Harvey or the Client into disrepute or which results in the loss of custom or business;
 - 5.1.2 To provide the Consultancy Services in a professional, timely and efficient manner with due and proper care and in accordance with the best industry practice using its own skills and expertise throughout the term of the Agreement;
 - 5.1.3 To comply with any statutory or other reasonable rules or obligations including but not limited to those set out in the Assignment/ Project Specification relating to health and safety during the Assignment to the extent that they are reasonably applicable to them while performing the Consultancy Services and to take all reasonable steps to assess the location at which the Consultancy Services are being provided and to safeguard its own safety, the safety of its Consultants and the safety of any other person who may be affected by its actions on the Assignment;
 - 5.1.4 To furnish the Client and/ or Lawrence Harvey with any progress reports as may be requested from time to time and to retain copies for at least 12 months from the termination date of the Assignment;
 - 5.1.5 Not to sub-contract or assign to any third party any of the Consultancy Services which it is required to perform under the Assignment except in accordance with clause 2.2;
 - 5.1.6 To notify Lawrence Harvey forthwith in writing if it should become or has a reasonable likelihood of becoming insolvent, dissolved or subject to a winding up petition;

5.1.7 To provide at its own cost, subject to any agreement to the contrary specified in the Assignment/ Project Specification attached as to any facilities which may be made available by the Client, all such necessary equipment and materials as is reasonable for the adequate performance by the Consultants of the Consultancy Services.

- 5.2 If the Consultant Company is unable for any reason to perform the Consultancy Services during the course of an Assignment the Consultant Company should inform Lawrence Harvey and the Client by no later than 10.00am on the first day of incapacity.
- 5.3 The Consultant Company shall have reasonable autonomy in relation to determining the method of performance of the Consultancy Services but in doing so it shall co-operate with the Client and comply with all reasonable and lawful instructions within the scope of the Assignment made by the Client and Lawrence Harvey. Neither the Consultant Company nor their representative shall be subject to the supervision or control of the Client or Lawrence Harvey.
- 5.4 Nothing in this Agreement shall render any Consultant(s) of the Consultant Company's Consultant(s) supplied by the Consultant Company an employee of either Lawrence Harvey or the Client. The Consultant Company shall ensure that none of the Consultant(s) holds him or her self out as an employee of either Lawrence Harvey or the Client and shall ensure that the conduct and behaviour of the Consultants is consistent with that of an independent contractor.
- 5.5 The Consultant Company shall bear the cost of any training which its Consultants may require in order to perform the Consultancy Services.
- 5.6 The Consultant Company warrants that it is fully aware of the nature of the Consultancy Services and it has the appropriate skills, experience and expertise to successfully provide such Consultancy Services and shall ensure any Consultants and any substitute has the qualifications, skill and expertise required during the term of the Agreement to perform those Consultancy Services.
- 5.7 The Consultant Company warrants that the Consultant has no unspent convictions or spent convictions which must be declared by virtue of the Rehabilitation of Offenders Act 1974 nor has any charge pending and where requested by Lawrence Harvey, shall procure that any Consultants will provide any required proof including without limitation basic criminal records bureau disclosure.
- 5.8 The Consultant Company warrants that it has vetted and made reasonable enquiry of each Consultant or member of the Consultant's and has verified the details contained in their curriculum vitae, credentials and suitability for the Consultancy Services, including each member of Consultant's right to work in such country as required by the Assignment, and it has used all reasonable endeavours to ensure that the information it has provided to Lawrence Harvey in respect of Consultants is accurate and up-to-date and shall indemnify Lawrence Harvey fully for any failure to comply with this clause.
- 5.9 If the Consultant chooses to terminate this Agreement in order to enter into another agreement with Lawrence Harvey for the same Assignment through an alternative Consultant Company, the Consultant shall incur an admin fee of £200 ("Admin Fee"). The Admin Fee shall be in whatever currency the Standard Contract Rate is to be paid at and exchanged at a fair and sensible rate from £200.

6. INVOICING

- 6.1 Upon completion of the Assignment or as may be agreed and specified in the Assignment/ Project Specification (see Payment Cycle) the Consultant Company shall deliver to Lawrence Harvey its invoice for the amount due from Lawrence Harvey to the Consultant Company and the related Timesheet duly authorised by the Client. The Consultant Company's invoice should bear the Consultant Company's name, company registration number, bank details, VAT number and should state any VAT due on the invoice. No payment will be made by Lawrence Harvey unless Lawrence Harvey is in receipt of the signed Agreement and all requested documentation.
- 6.2 All invoices and Timesheets must be submitted to Lawrence Harvey in line with Lawrence Harvey's payment calendar, a copy of which can be obtained upon request. It is the Consultant Company's responsibility to ensure Lawrence Harvey is in receipt of all relevant documentation in line with the published payment cut off dates.
- 6.3 Lawrence Harvey shall not be obliged to pay any fees to the Consultant Company unless the invoice has been properly submitted by the Consultant Company in accordance with sub-clause 6.1 of this Agreement and until the Client has verified the execution of the Assignment.

- 6.4 Lawrence Harvey shall not be obliged to pay any fees to the Consultant Company unless a Timesheet duly authorised by the Client and the corresponding invoice has been submitted within 1 month of the last working day of the period relating to that authorised Timesheet.
- 6.5 Correctly submitted invoices and duly authorised Timesheets will be paid within 45 days of receipt.
- 6.6 If Consultant Company has agreed to and signed the terms of the Self Billing Agreement attached as Schedule 1, clauses 6.1 to 6.5 shall not apply and Lawrence Harvey will pay you the amount set out in a self-bill invoice directly into your bank account via BACS on the next monthly payment run once Lawrence Harvey is in receipt of the signed Agreement, Self Billing Agreement and all requested documentation.

7. FEES

- 7.1 Subject to the receipt of the Consultant Company's invoice in accordance with clause 6 above, the Consultant Company will receive payment from Lawrence Harvey for the Assignment in accordance with the fee specified in the Assignment/ Project Specification attached, plus VAT where appropriate.
- 7.2 The Consultant Company shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of its Consultants for the Assignment.
- 7.3 All payments will be made to the Consultant Company.
- 7.4 If the Consultant Company shall be unable for any reason to provide the Consultancy Services, no fee shall be payable by Lawrence Harvey during any period that the Consultancy Services are not provided.
- 7.5 Lawrence Harvey shall not be liable for any expense incurred by the Consultant Company that has not been approved (in-writing) by the Client to the satisfaction of Lawrence Harvey unless otherwise stated in the attached Assignment/ Project Specification.
- 7.6 All payments due under this Agreement are subject to and conditional upon Lawrence Harvey being in receipt of payment for the Consultancy Services from the Client.

8. OBLIGATIONS OF THE EMPLOYMENT BUSINESS

- 8.1 Throughout the term of this Agreement Lawrence Harvey shall pay the Consultant Company the agreed fee in accordance with clause 7.1 above
- 8.2 Lawrence Harvey shall furnish the Consultant Company with sufficient information about the Assignment in order for the Consultant Company to arrange for the Consultancy Services to be carried out.
- 8.3 Lawrence Harvey will advise the Consultant Company of any health & safety information or advice which it receives from the Client which may affect the Consultant Company's Consultants during the Assignment.

9. TERM OF THE AGREEMENT

- 9.1 This Agreement shall commence on the commencement date in the attached Assignment/ Project Specification and shall continue until completion of the Consultancy Services to the reasonable satisfaction of the Client at which time this Agreement shall expire automatically or shall continue until the contract period contained within the Assignment/ Project Specification ends unless previously terminated by Lawrence Harvey, the Client or the Consultant Company.
- 9.2 Notwithstanding sub-clause 9.1 of this Agreement, Lawrence Harvey may without notice and without liability instruct the Consultant Company to cease work on the Assignment at any time, where:
 - 9.2.1 the Consultant Company has committed any material or persistent breach of any of its obligations under this Agreement;
 - 9.2.2 the Client reasonably believes that the Consultant Company has not observed any condition of confidentiality applicable to the Consultant Company from time to time;
 - 9.2.3 for any reason the Consultant Company proves unsatisfactory to the Client;
 - 9.2.4 the Consultant Company becomes insolvent, dissolved or subject to a winding up petition;
 - 9.2.5 any member of the Consultant Company's Consultants is guilty of any fraud, dishonesty or serious misconduct;
 - 9.2.6 the Client becomes insolvent, dissolved or subject to a winding up petition or ceases trading for any reason whatsoever;
 - 9.2.7 the performance of the Consultancy Services is prevented by the incapacity of the Consultants and such incapacity continues for a period of more than 1 week and the Consultant Company is unable to provide a replacement member of Consultants Company or

substitute contractor acceptable to the Client or Lawrence Harvey for the duration of such incapacity;

9.2.8 the Consultant Company fails to provide Lawrence Harvey with all requested documentation and/ or references and signed Agreements within 2 weeks of the Start Date of the Assignment.

9.3 The rights of Lawrence Harvey under clause 9.2 are without prejudice to any other rights that it might have at law to terminate the Agreement or for any breach of this Agreement on the part of the Consultant Company. Any delay by Lawrence Harvey in exercising its rights to terminate shall not constitute a waiver of these rights.

9.4 If the Consultant Company fails to complete the Consultancy Services required in the Assignment/ Project Specification attached for any reason this shall constitute a breach of contract and shall entitle Lawrence Harvey to claim damages from the Consultant Company for any resulting loss suffered by Lawrence Harvey.

9.5 The Consultant Company acknowledges that the continuation of the Assignment is subject to and conditional on the continuation of the contract entered into between Lawrence Harvey and the Client. In the event that the contract between Lawrence Harvey and the Client is terminated for any reason the Assignment shall cease with immediate effect and without liability to Lawrence Harvey.

10. ACKNOWLEDGMENT

10.1 The Consultant Company acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the Consultancy Services carried out by the Consultant Company and its Consultants and any third party to whom the Agreement is assigned or sub-contracted for the Client during the Assignment shall belong to the Client. Accordingly the Consultant Company shall (and shall procure that any relevant member of its Consultants, sub contractors or substitutes shall) execute all such documents and do all such acts as Lawrence Harvey shall from time to time require in order to give effect to its rights pursuant to this clause in such form as Lawrence Harvey deem appropriate.

11. CONFIDENTIALITY

11.1 In order to protect the confidentiality and trade secrets of both Lawrence Harvey and the Client and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Consultant Company agrees on its own part and on behalf of its Consultants as follows:

11.1.1 Not at any time whether during or after the Assignment (unless expressly so authorised by the Client or Lawrence Harvey as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of Lawrence Harvey or the Client;

11.1.2 Any copyright and other intellectual property rights arising in the course of this Assignment with the Client shall become and remain the Client's sole property. During the course of this Assignment, as confidential information concerning the affairs of the Client is gained, all such information will remain confidential and will not be disclosed or be made use of (or other information gained as a result of such disclosure) other than to perform the Assignment or as required by law. This obligation will continue after the Assignment ends;

11.1.3 To deliver up to the Client or Lawrence Harvey (as directed) at the end of the Assignment all documents and other materials belonging to the Client (and all copies) which are in its possession including documents and other materials created by it or the Consultants during the course of the Assignment;

11.1.4 Not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under the Assignment in which event any such item shall belong to the Client or Lawrence Harvey as appropriate.

11.1.5 Not at any time to use any passwords, access rights or clearances provided by the Client or Lawrence Harvey at any time other than for the provision of the Consultancy Services during the Assignment.

12. RESTRICTIONS

12.1 Neither the Consultant Company nor any of its Consultants will without Lawrence Harvey's consent either during or within 12 months after the termination of this Agreement and any extension enter into any arrangement or agreement which would result in either:

- the employment of the Consultant by,
- the provision of services of the Consultant of the same or similar nature as the Consultancy Services provided under this Contract to, or
- the provision of the services of any other person to the Client, other than through Lawrence Harvey to; the Client.

12.2 Neither the Consultant Company nor any of its Consultants will, without Lawrence Harvey's consent, either during or within 12 months after the termination of this Agreement and Assignment/ Project Specification and any extensions introduce any other person to the Client with a view to that person being employed by or providing services for the benefit of the Client, other than through Lawrence Harvey. Provided that where the Consultancy Services include the selection of personnel for the Client, this term shall not operate so as to restrict the way in which this is being done.

12.3 If the Consultant Company is an umbrella company, the above terms shall not operate so as to prevent the Consultant Company from supplying in good faith another Consultant to a Client, where the introduction between Client and that other Consultant was not made by the Consultant Company. Subject thereto, the Consultant Company's liability for its own actions (but not for the Consultant's actions) is unlimited.

12.4 If during this Agreement or within 12 months after its termination the Client makes an offer of employment direct to any Consultants of the Consultant Company, or if the Client seeks to engage the services of the Consultant Company other than through Lawrence Harvey, the Consultant Company will inform Lawrence Harvey immediately.

12.5 Neither the Consultant Company nor any of its Consultants will, without Lawrence Harvey's consent, either during or within 12 months after the termination of this Agreement and any extensions engage employ or otherwise solicit for employment or contract work any person who, during that period, was an employee, or a subcontractor, or an employee of a subcontractor of Lawrence Harvey, or an employee of the Client.

12.6 For the purposes of this clause, the "Client" shall include as a separate covenant each of the following:

- the Client;
- any Associated Company of the Client, within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
- any partnership or joint venture in which the Client is a partner or joint venture;
- any subsidiary of the Client;
- any person, body or organisation to whom you or any Consultant were introduced by or became aware of through the Client; or
- any prospective client to whom the Consultant Company or any of its Consultants have been introduced by Lawrence Harvey with a view to the provision of the Consultant's services.

12.7 The Consultant Company's obligations of non-solicitation under this clause shall include any attempts to induce, entice or do anything or omit to do anything that may lead to a breach of this clause 12.

12.8 The Consultant Company acknowledges that:

- Lawrence Harvey's main business is the introduction and provision of services of qualified and experienced Consultants to Clients;
- in effecting such introductions Lawrence Harvey is disclosing confidential information in which it has an interest and which Lawrence Harvey is entitled to protect;
- in the absence of the restrictions contained in this clause, the Consultant Company might be in a position to take unfair advantage of introductions effected by Lawrence Harvey and of Lawrence Harvey's confidential information, and thereby cause harm to Lawrence Harvey's business; and
- in all the circumstances the duration and the extent of the restrictions in this clause are no more than is reasonably necessary for the protection of Lawrence Harvey's legitimate business interests.

13. BREACH OF CONTRACT AND INDEMNITY

13.1 If the Consultant Company is in breach of any term of this Agreement Lawrence Harvey may withhold the whole or part of any monies which

are or become due to it in full or partial compensation for Lawrence Harvey's losses resulting from the Consultant Company's breach by way of set-off, provided that Lawrence Harvey may not withhold more than would be reasonable compensation for its losses resulting from such breach.

- 13.2 The Consultant Company will fully and effectually indemnify Lawrence Harvey against any liability (including any liability for costs, and for Lawrence Harvey's costs on a full indemnity basis) Lawrence Harvey might have arising out of the wrongful acts defaults or omissions of the Consultant Company and of any Consultant.

14. INSURANCE BY THE CONSULTANCY

- 14.1 The Consultant Company shall arrange such insurance in respect of Employers and Public Liability, Professional Indemnity, and other risks as it sees fit or as specified in the Assignment/Project Specification or as required by law in both this and any other relevant jurisdiction in order to protect the Consultant Company against any such liabilities and shall on request produce evidence of such policies to Lawrence Harvey. The level of liabilities insured shall be in line with best industry practise for an Assignment of the value and type in which the Consultant Company is engaged from time to time.
- 14.2 The Consultant Company will take up and maintain for the duration of the agreement professional negligence insurance for any Consultants engaged in this agreement. The Consultant Company shall ensure that it has adequate insurance for damage to third party property whilst at the location specified in the Assignment/ Project Specification.

15. COMPUTER EQUIPMENT WARRANTY

- 15.1 The Consultant Company shall ensure that any computer equipment and associated software which it provides to its Consultants for the purpose of providing the Consultancy Services contains anti-virus protection with the latest released upgrade from time to time and will be authorised in writing by the Client to be utilised on the Assignment. The Consultant Company must supply documentary evidence of the authorisation by the Client to Lawrence Harvey.

16. PROPERTY

- 16.1 If any property is issued to the Consultant Company by Lawrence Harvey or by the Client in connection with this Agreement or any Assignment under it, the Consultant Company and their Consultants will:
- use it for no other purpose than that Assignment;
 - take all proper care of it;
 - return it at the end of this Agreement or the relevant Assignment in good serviceable condition, fair wear and tear only excepted;
 - ensure that at all times it is adequately insured and securely stored; and
 - under no circumstances seek to exercise any lien on such property or allow any charge or seizure by any third party.
- 16.2 All property and equipment of the Consultant Company shall be at the Consultant Company's risk at all times and neither Lawrence Harvey nor the Client shall be liable for any loss or damage to it however such loss or damage may be caused.

17. RELATIONSHIP BETWEEN LAWRENCE HARVEY AND THE CONSULTANT COMPANY

- 17.1 The Consultant Company acknowledges to Lawrence Harvey that its Consultancy Services are supplied to Lawrence Harvey as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the Consultants of the Consultant Company (including the payment of taxation) shall fall upon and be discharged wholly and exclusively by the Consultant Company. In the event that any person should seek to establish any liability or obligation upon Lawrence Harvey on the grounds that the Consultants are employees of Lawrence Harvey, the Consultant Company shall upon demand indemnify Lawrence Harvey and keep it indemnified in respect of any such liability or obligation and any related

costs expenses claims or other losses which Lawrence Harvey may incur on a full indemnity basis.

18. NOTICES

- 18.1 All notices which are required to be given hereunder shall be in writing and shall be sent to the registered office from time to time of the party upon whom the notice is to be served. Any such notice may be delivered personally or by first class prepaid post or by email and shall be deemed to have been served if by hand when delivered; if by first post 48 hours from the time of posting; if sent by e-mail, at the time of despatch if despatched on a Business Day before 5.30 pm or in any other case at 10.00 am on the next Business Day after the day of despatch, unless the transmission report indicates a faulty or incomplete transmission or, within the relevant Business Day, the recipient informs the sender that the e-mail message was received in an incomplete or illegible form.

19. LIABILITY

- 19.1 The Consultant Company shall be liable for any loss, damage or injury to any party resulting from the negligent acts of omission of any assignee or sub-contractor to whom the Consultant Company assigns or sub-contracts the performance of the Consultancy Services during any Assignment.
- 19.2 The Consultant Company shall be liable for any defects arising in relation to the Consultancy Services and shall rectify at its own cost such defects as may be capable of remedy within a reasonable period from notification of such defects by either Lawrence Harvey or the Client.

20. GOVERNING LAW AND JURISDICTION

This Agreement and any dispute 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 law of England and Wales. The parties to this agreement irrevocably agree, for the sole benefit of Lawrence Harvey that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual claims). Nothing in this clause shall limit the right of Lawrence Harvey to take proceedings against the Client in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

21. ILLEGALITY

- 21.1 If any provision of term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties of this Agreement such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as necessary or desirable in the circumstances.

22. DISCLAIMER

- 22.1 Lawrence Harvey makes no representation nor does it accept any responsibility for ensuring that the terms of this contract are an accurate reflection of the relationship between the Client and the Consultant Company. Furthermore Lawrence Harvey accepts no liability to indemnify the Consultant Company for any losses, expenses or liabilities incurred by the Consultant Company whether by reason of tax or other statutory or contractual liability to any third party arising from the Assignment.

Schedule 1

Self Billing Agreement – Lawrence Harvey

This is an agreement to a self-billing procedure between:

Employment Business: Lawrence Harvey

VAT Number: GB 794 0083 21

And

Consultant / Consultant Company: Unique Analytics Limited

VAT Number: TBC

(Hereinafter collectively referred to as "Parties")

The Self-Billee or Consultant Company and Lawrence Harvey have entered into contracts for the supply of services ("Services Agreements") and have agreed to use a self-billing procedure, in accordance with the conditions imposed by HM Revenue and Customs, in respect of all supplies from the Self-Billee or Consultant Company to Lawrence Harvey and their client Ensono Limited.

The Employment Business agrees:

1. To issue self-billed invoices for all supplies made to them by the Self-Billee on a monthly basis;
2. To complete self-billed invoices showing the Self-Billee's or Consultant Company's name, address and VAT registration number, details of the services supplied, invoice amount and VAT amount, together with all other details which constitute a full VAT invoice.
3. To advise the Self-Billee or Consultant Company as to the format of the self-billing invoice prior to commencement of self-billing;
4. To inform the Self-Billee or Consultant Company of any changes to the Agencies VAT registration number and where appropriate, enter into a new self-billing agreement;
5. To inform the Self-Billee or Consultant Company if the issue of self-billed invoices will be outsourced to a third party.

The Self-Billee agrees:

1. To accept invoices raised by the Self-Biller on their behalf until 28 Sep, 2018, or for the duration of any subsequent extension of this assignment.
2. Not to issue VAT or other invoices, whether in electronic or paper format in respect of the transactions and supply of services to the Employment Business under this Agreement;
3. Without limitation to the above, to comply with all conditions imposed by HM Customs and Excise for approval of self-billing;
4. To ensure that the Self-Billee or Consultant Company or the temporary workers they introduce to the Employment Business shall submit timesheets in a timely manner;
5. To ensure that the Self-Billee or Consultant Company or the temporary workers they introduce to the Employment Business check the rates, hours and expenses prior to submission and accept liability for errors that arise due to inaccuracy of such timesheets or timesheet entry.;
6. To raise any discrepancies between self-billing invoices received from the Employment Business and invoicing data in its internal records, within 7 days from the date of receipt of such self-billing invoice;
7. To notify the Employment Business immediately if the Self-Billee or Consultant Company changes its VAT registration number, ceases to be VAT registered or sells or otherwise disposes of all or part of its business To respond to any request for confirmation of its VAT registration details within 7 days of receipt of the request

This agreement shall be valid for twelve (12) months from the date of signature by both parties or the completion of the services provided by the Self-Billee or Consultant Company, whichever is later.

For the avoidance of doubt, this Agreement shall terminate automatically with immediate effect and no liability to either party in the event that the Services Agreements between the Employment Business and the Self-Billee or Consultant Company are terminated for any reason or that the Employment Business does not continue to provide self billing services or believes the Self-Billee or Consultant Company is not compliant with the above agreement.

All charges for services provided under this agreement will be subject to VAT at the prevailing rate.

SIGNED for
and on behalf
of Lawrence
Harvey

SIGNED
for and on
behalf of
the Self-
Billee or
Consultant
Company

Signature

Name

Title

Date

DocuSigned by:
Krishna Kommana
7974F2EEFFB543D

Krishna Kommana

Name
Director

29 July 2018 | 1:32 PM PDT

Date

London

Manchester

Paris

New York

Santa Monica

1 **Criteria for Self Billing**

To comply with Customs and Excise Self-Billing requirements the following conditions will need to be met:

- A signed Self-Bill agreement must be in effect between the Self-Billee or Consultant Company and the Employment Business.
- Self-Billed invoices must be raised for all transactions with the Self-Billee or Consultant Company named on the Self-Billing agreement
for a period of 12 months or for the duration of the client agreement.
- A complete Self-Billed document (invoice) showing the following information:
 - Self-Billee or Consultant Company name
 - Self-Billee or Consultant Company address
 - Self-Billee or Consultant Company VAT Registration Number
 - Sequential Invoice Number
 - Invoice Date
 - Description of goods and services
 - Net Value
 - VAT Rate
 - VAT Value
 - Gross Invoice Amount
- The invoice must also include the following statement: "The VAT shown is your output tax due to Revenue and Customs"

As part of the invoicing process, the Employment Business will generate the Self-Billed invoice for you each month. The invoice will be sent to you for your records.