

Archer Recruitment Ltd.

INDEPENDENT CONTRACTOR AGREEMENT

Issued: 2nd August 2013

Agreement Number: 121106B

The Parties

A: Archer: Archer Recruitment Limited
Address: 2 Westland Square, Pearse Street, Dublin 2

B: The Supplier: Neptuna Consulting Ltd
Trading Address: C/O Icon Accounting, Columba House, Airside, Swords, Co. Dublin

Client: Kainos

Client's Requirements: The requirements of the client including those (if any) as may be set out in the Schedule attached to this agreement

Client Agreement: The agreement for the time being between Archer and the Client for the provision of services by the Supplier.

Contract Site: 6-7 St Stephen's Green, Dublin 2 or such other site as may be agreed from time to time by the Parties

Contract Term: From: 1st September 2013 To: 2nd March 2014
 Subject to earlier termination under clause 5 or for such further period as may be agreed (verbally or otherwise) from time to time by the Parties

End User: Any third party for whom or at whose premises the Supplier is directed by the Client to perform the Services

Expenses: Such expenses as are authorised in writing by the Client and supported by original vouchers or receipts.

Nominated Representative: Harikanth Amba or such other person as may be supplied by the Supplier with the written consent of Archer.

Termination notice period By Supplier: 1 month By Archer: 1 month

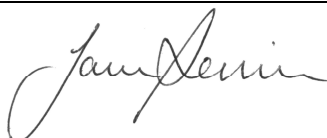
Payment Terms: PROVIDED the Supplier complies with the terms and conditions herein:
 (a) Monthly in arrears, other than for Expenses
 (b) for Expenses you will be paid within 7 days of payment from the Client

Rate: Daily Rate: €400

Services: The provision of **Build Engineer** services to the Client at the Contract Site in accordance with the Client's requirements.

IT IS AGREED THAT:

From the date of this agreement until it is terminated the Supplier shall provide the Client with the Services on the terms and conditions appearing herein (subject to the definitions above) which the Supplier acknowledges it has fully read and understood. Subject to communication by any means of this document by Archer to the Supplier prior to the first day of the Contract Term (the Commencement Date), the provision by the Supplier of any part of the Services shall be deemed to be acceptance of this agreement in its entirety whether or not this document is signed by the Supplier. The date of this agreement is deemed to be the earlier of the date the Supplier signs this agreement or the date upon which the Supplier first provides services to the Client.



.....
 Signed for and on behalf of Archer Recruitment Ltd.

.....
 Signed by Harikanth Amba

TERMS AND CONDITIONS

What the Supplier must do

1 The Supplier shall: -

- a) Procure the supply of the Services by the Nominated Representative from the Commencement Date professionally, promptly and efficiently and in good faith using skill and expertise and due care throughout the Contract Term and upon termination howsoever to deliver up to the Client or End User all materials, books, notes, drawings and data of any kind of the Client or End User ("the Materials") including all copies of the Materials in the possession of the Supplier and not to retain any such copies;
- b) be subject to the legitimate instructions and monitoring of the Client or End User to the extent only required for the proper provision of the Services and abide by the Client and End User's rules and regulations relevant to independent contractors including those relating to health and safety and any Client's Requirements and, to the extent applicable, any statutory requirements relating to the type of work required for the provision of the Services;
- c) keep written records of time spent in providing the Services and have such records agreed and signed by the Client and submit the signed records to Archer with the Supplier's invoice calculated at the Contract Rate together with any Expenses;
- d) The Supplier shall indemnify and keep indemnified Archer against any claim for Tax that may be levied or assessed against Archer as a result of the provision of the Services.
- e) fully indemnify Archer against any loss or claim for damages including costs arising from any breach of this agreement or any negligent or unlawful act or omission by the Supplier its servants or agents and maintain during and for at least twelve months after this agreement a professional indemnity insurance policy to an agreed limit for that purpose, and provide to Archer evidence of such insurance upon request.

Warranties by the Supplier

2 The Supplier warrants that: -

- a) The Nominated Representative has the skill and expertise required to provide the Services required;
- b) The Nominated Representative has been engaged for a period of not less than the Contract Term and shall undertake the work required with all due skill and in good faith;
- c) The information furnished to Archer by the Supplier including the curriculum vitae of the Nominated Representative is correct in all respects and contains all information relevant to Archer's decision to hire the Supplier;
- d) It is authorised as agent on behalf of the Nominated Representative to bind the Nominated Representative to this agreement and in signing this agreement it agrees on behalf of the Nominated Representative that in the event of breach of this agreement by the Supplier the Nominated Representative will, upon receipt of a written request by Archer, perform or discharge the obligations of the Supplier due under or arising from this agreement, that the Nominated Representative will comply with this agreement, and that the consideration for the agreement by the Nominated Representative is the agreement between the Parties;
- e) The Nominated Representative is authorised to provide work services in Ireland and, where appropriate, the Nominated Representative holds a valid work permit.

What the Supplier and Representative must not do

3 The Supplier and the Representative shall not: -

- a) during the Contract Term or thereafter for a period equivalent to the Contract Term (but not less than 3 months nor more than 12 months) either directly or indirectly (whether under a contract of service or a contract for services or through any third party) provide consultancy services to the Client or End User except by contract through Archer unless the Supplier shall first have paid to Archer a fee of 30% of the total remuneration agreed to be paid for the services by the Client or End User for the relevant period of supply (but not exceeding 12 months) plus VAT ;
- b) during or after this agreement divulge to any party any information relating to the affairs business or business method of Archer or the Client or End User or information received from Archer or the Client or End User except that which is in the public domain or is trivial or obvious or authorised to be released or required by Court Order to be disclosed;
- c) discuss with the Client or End User the terms of the Supplier's engagement with Archer other than strictly as required for the proper performance of the Services;
- d) during the contract term, engage in work for any third party which is capable of being in conflict with the best interests of the Client or End User without having first given to Archer and the Client or End User notice of the potential conflict;
- e) use any facilities provided to the Supplier by the Client or End User for any purpose other than is authorised by the Client or End User;
- f) import any software onto any computer system of the Client or End User without the prior written consent of the Client or End User
- g) use any email or internet access except with all due care and to the extent authorised in writing by the Client or End User.

Payment

- 4 Archer shall pay the Supplier on the signed records and invoices submitted by the Supplier pursuant to Clause 1(c) in accordance with the Payment Terms, but not further or otherwise.

Termination

5 Either Party may terminate this Agreement

- (a) If a Termination Period is specified for that party upon giving to the other party notice in writing of not less than the relevant period of Notice to Terminate; or if no Termination Period is specified then on giving one month's notice.

Archer may terminate this Agreement with immediate effect:-

- (a) if the Supplier in the opinion of Archer fails to provide a full and satisfactory service to the Client; or
- (b) if the Client commits an Insolvency Event (as defined above) or wishes to terminate the Client Agreement; or is in breach of the Client Agreement; or in the opinion of Archer may not be able to meet its obligations under the Client Agreement; or
- (c) if the Supplier fails to provide the Services for any period of time for any reason.

General

6 The Parties also agree that: -

- a) Archer shall not be liable for any loss or damages arising out of any representation made by the Client or End User to the Supplier;
- b) The Supplier is free to provide consultancy services to any third party (save as otherwise restricted by this agreement);
- c) in the event that either party is in breach of this agreement and the breach is either not capable of remedy or is not remedied within 14 days of notice of default having been served by the other party, the party not in default may at its discretion proceed by appropriate Court action to enforce performance by the party in default or recover damages for breach of this agreement;
- d) a party in breach of this agreement shall be liable for and shall pay to the other party all expenses reasonably incurred by that other party in connection with the enforcement of any remedies of that other party under this agreement;
- e) the benefit of any work undertaken by the Supplier and/or the Nominated Representative for the Client (including any copyright or intellectual property rights of any kind in such work) shall respectively be and remain the property of the Client;
- f) nothing in this agreement is intended to or shall imply a contract of employment between the Nominated Representative and Archer or between the Nominated Representative and the Client or End User or that the Nominated Representative shall integrate into the workforce of the Client or End User; there is no implied obligation upon Archer to offer to, provide, or find work for the Supplier or Nominated Representative nor upon the Supplier or the Nominated Representative to perform any work other than in relation to the Services set out in this agreement;
- g) It is agreed that all taxes and other compulsory payments as required under law in respect of or resulting from, the Payments and all other amounts paid to or received by the Supplier shall be borne by the Supplier. The Supplier shall be responsible for the full, accurate and punctual payment of all taxes, levies and duties with respect to payments received by it hereunder. The Supplier shall in addition bear and pay PAYE, PRSI, VAT and any other tax imposed upon it. The Supplier shall be liable to also pay servants, agents, Suppliers, employees or directors for the payment of such income tax, PAYE, PRSI etc. and any other payments required under law. The Supplier shall indemnify, and keep effectually indemnified Archer from any such claims against Archer by the said, servants, agents, employees or Suppliers of the Supplier. Without derogating from the foregoing, the Supplier, nor any of its servants, agents, employees, directors or Suppliers, or any other parties having a contractual relationship with the Supplier shall not be entitled to severance payments or any other payment and/or consideration that may derive from any deemed employment relationship or the cessation thereof from Archer. The Supplier shall not be entitled to any payment from Archer regarding claims from any of its servants, agents, employees, directors or Suppliers in relation to vacation days, social welfare payments, pensions, bonuses or any other employment related payment. The Supplier shall indemnify and keep indemnified the Company against any claim for Tax that may be levied or assessed against the Company as a result of the provision of the Services.
- h) If any covenant or provision above contained shall be determined to be void or unenforceable in whole or in part for any reason whatsoever, in respect of any applicable law, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining covenants or provisions or parts thereof contained in this Agreement and such void or unenforceable covenant or provision shall be deemed to be severable from any other covenants or provision or parts thereof herein contained. If any covenant herein contained shall be held to be unreasonable by reason of the area, duration or type or scope of service or business or matter covered by such covenant, then effect shall be given to the covenant in such reduced form as may be decided by any court of competent jurisdiction.
- i) any notice under this Agreement shall be in writing sent to the addressee at the last known address or fax number, either respectively by first class post, or by fax, and shall be deemed to have been received, in the case of post, on the postal day following the day of posting and in the case of fax, on the date of transmission;
- j) each portion of this agreement, defined by punctuation, is separate, distinct and severable and to give meaning to the intention of the Parties the Court may modify any portion of this agreement that may otherwise be void; subject thereto any void portion may be severed, and the remaining provisions shall continue in force; clauses intended to have effect following termination including clause 3 shall survive termination;
- k) this is the sole and entire agreement between the Parties relating to the Services and may not be varied save by agreement of both Parties (whether orally or otherwise) and confirmed in writing by Archer and signed by an authorised officer of Archer;
- l) If any covenant or provision above contained shall be determined to be void or unenforceable in whole or in part for any reason whatsoever, in respect of any applicable law, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining covenants or provisions or parts thereof contained in this Agreement and such void or unenforceable covenant or provision shall be deemed to be severable from any other covenants or provision or parts thereof herein contained. If any covenant herein contained shall be held to be unreasonable by reason of the area, duration or type or scope of service or business or matter covered by such covenant, then effect shall be given to the covenant in such reduced form as may be decided by any court of competent jurisdiction.
- m) In the event of any dispute or difference arising out of this agreement then any such matter shall be referred to the arbitration of a single arbitrator to be appointed by the persons to such dispute and in event of the failure of such persons to agree upon an arbitrator, such arbitrator to be appointed by the President for the time being of the Law Society of Ireland. Any such arbitrator

shall be an arbitrator for all the purposes of the Arbitration Acts in force as at the time of this appointment and he shall have full power to hear the arbitration and determine all matters arising thereout and the costs thereof.

- n) The Law of Ireland governs this Agreement.

SCHEDULE

(CLIENT'S REQUIREMENTS)

COVENANT

The Supplier and its Nominated Representative(s) hereby jointly and severally acknowledge and covenant with the Client that the copyright and all other intellectual property rights for any concept(s) developed by The Supplier(s) or any Nominated Representative in connection with the Services shall be the property of the Client. To the extent that the Client might require, the Supplier and its Nominated Representatives hereby undertake and covenant that they will promptly execute an assignment to the Client or End User (at the option of the Client) of any intellectual property they might acquire in the course of providing the Services.

Signed on behalf of the Supplier _____

in the presence of:- _____

Signed by the Nominated Representative _____

in the presence of:- _____