



Sainaptic Limited

Company Number 12696882

17 Manor Grove, Richmond, TW9 4QQ, United Kingdom

This agreement is dated 7 February 2022

To: Vivek Kommi

6, Taskers field, Caxton, Cambridge, CB23 3PA, United Kingdom

Consultancy Agreement

Dear Vivek ,

This letter (the "Agreement") records our agreement with you in relation to consultancy services to be provided by you to Sainaptic Limited ("**Sainaptic**", the "**Company**").

Please counter-sign at the end of this letter.

1 DEFINITIONS

In this Agreement unless the context requires otherwise:

"Approved Expenses" means the expenses which the Consultant is permitted to claim without prior approval described in Schedule One.

"Business Property" means:

- (a) all Materials (whatever format and wherever located), including copies, relating to the business, customers, products, finances or affairs of the Company provided to or produced, maintained or stored by the Consultant in connection with the Project and/or delivery of the Services (excluding the Consultant's own records necessary for legal and accounting compliance); and
- (b) all Equipment provided to the Consultant by or on behalf of the Company, and any Equipment

produced by the Consultant, including prototypes, in connection with the Project and/or delivery of the Services.

"Confidential Information" means all information of a confidential nature (in whatever format and wherever located), including copies, whether created before or after the date of this Agreement and whether marked "confidential" or not, including the Business Property and any Invention.

"Consultant" means Vivek Kommi of 6, Taskers field, Caxton, Cambridge, CB23 3PA, United Kingdom.

"Created Works" means any and all works created by or on behalf of the Consultant in connection with the Project and/or delivery of the Services including any created Business Property (in all cases including source code).

"Data Protection Laws" means the United Kingdom General Data Protection Regulation, the Data Protection Act 2018 and all other mandatory laws and regulations of the United Kingdom which are applicable to the parties' Processing of Personal Data under this Agreement.

"Equipment" means any equipment including access passes, consumables, devices, hardware, keys, machinery, software and tools.

"Fees" means the fees for the Services described in Schedule One.

"Intellectual Property Rights" means all intellectual property rights, whether registered or not, including pending applications for registration or extension of such rights, including rights to inventions, copyright and related rights, moral rights, patent rights, trade marks, trade names, goodwill and the right to sue for passing off, design right, rights in or to databases, rights to have information kept confidential, rights in or relating to confidential information, rights in relation to domain names and trade names, and all other industrial, commercial or intellectual property rights (whether registered or unregistered) throughout the world and all similar or equivalent rights or forms of protection which exist now or may exist in the future.

"Invention" means any invention, idea, discovery and improvements, whether or not patentable or registrable, and whether or not recorded in any medium made by the Consultant in connection with the Project or the provision of the Services.

"Materials" means any materials including artwork, books, correspondence, databases, designs, diagrams, documents, information, manuals, papers, pitches, plans, records, reports, research, software and specifications.

"Moral Rights" means any moral rights including the right to be identified, the right of integrity and the right against false attribution.

"Project" means the project described in Schedule One.

"Services" means the services of the Consultant to deliver the Project, including those described in Schedule One.

The interpretation of general words will not be restricted by words indicating a particular class or particular examples.

2 **PERIOD OF SERVICES**

The Consultant will provide the Services to the Company from 7 February 2022 for a period of 6 weeks unless agreed otherwise or terminated earlier by either the Consultant or the Company giving the other not less than 5 days notice or otherwise terminated in accordance with the terms of this Agreement.

3 **DUTIES WHEN PROVIDING SERVICES**

The Consultant will provide the Services in accordance with this Agreement and will:

- (a) apply such time, attention, resources and skill as may be necessary for the due and proper performance of the Services to the standard to be expected of an expert supplier of services similar to the Services;
- (b) ensure that, when providing the Services, the Consultant does not interfere with the activities of the Company, its employees, agents, suppliers or customers except as reasonably necessary to carry out the Services;
- (c) ensure that all written Materials given by the Consultant to the Company are or were accurate when given, and remain accurate and comprehensive in all material respects;
- (d) act in the Company's best interests and avoid conflicts of interest and promptly notify the Company of any conflict of interest which arises; and
- (e) comply with all applicable laws and Company policies and procedures from time to time insofar as they are relevant to the Services, including all relevant security and code of conduct policies.

Unless they have been specifically authorised to do so by a director of the Company in writing, the Consultant will not have any authority to incur any expenditure in the name of or for the account of the Company nor hold themselves out as having authority to bind the Company.

With prior written approval by a director of the Company, the Consultant may appoint a suitably qualified substitute to perform the Services on the Consultant's behalf ("**Substitute**"), in which case, before performing any part of the Services, the Substitute must enter into direct undertakings with the Company, including with regard to confidentiality and intellectual property rights. All the duties and obligations on the Consultant will apply to the Substitute, and the Consultant will continue to be subject to all duties and obligations under this Agreement for the duration of the appointment of the Substitute. The Company will continue to pay the Consultant as set out in section 4 below and the Consultant will be responsible for all payments to the Substitute.

If the Consultant is unable to provide the Services due to illness or injury, the Consultant must advise the Company as soon as reasonably practicable, and the Company is entitled to adjust the Fees payable under section 4 to take account of any period the Consultant or Substitute is unable to provide the Services.

4 **FEES AND EXPENSES**

Provided that the Services are performed in accordance with this Agreement, the Company will pay the Consultant the Fees and Approved Expenses.

The Consultant will submit an invoice with all information necessary to evidence that the Services have been provided in accordance with this Agreement and the corresponding amount payable (including VAT and any taxes, if applicable).

The Company will pay each valid invoice submitted by the Consultant within 7 days of receipt.

The Company will reimburse the Approved Expenses subject to production of receipts or other appropriate evidence of payment.

The Company will also reimburse all other reasonable expenses properly and necessarily incurred by the Consultant in the course of the Services, subject to production of receipts or other appropriate evidence of payment and compliance with the Company's expenses policy (including any applicable prior approval rules).

Payment in full or in part of the Fees (or any other sums) claimed under section 4 will be without prejudice to any claims or rights of the Company against the Consultant in respect of the provision of the Services.

5 **OTHER ACTIVITIES**

Nothing in this Agreement will prevent the Consultant from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the period of the Services provided that:

- (a) such activity does not cause a breach of any of the Consultant's obligations under this Agreement;
- (b) The Consultant will not engage in any such activity if it relates to a business which is similar to or in any way competitive with the business of the Company in connection with services connected to a project similar to the Project without the prior written consent of a director of the Company.

6 **ASSIGNMENT AND INVENTIONS**

All Intellectual Property Rights in the Created Works and the Inventions will vest in the Company upon payment of the associated invoice and all right, title and interest to the Created Works and the Inventions and Intellectual Property Rights therein anywhere in the world will be the property of the Company.

The Consultant hereby absolutely and with full title guarantee assigns to the Company, by way of present assignment of present and future rights, title and interest, all Intellectual Property Rights in and to any and all Created Works and Inventions ("**Assigned Rights**").

This assignment includes the right to bring and defend any claim or cause of action arising from ownership of any of the Assigned Rights whether occurring before, on, or after the date of this Agreement. Insofar as they do not vest automatically by operation of law or under this assignment, the Consultant holds legal title in these Intellectual Property Rights, Created Works and Inventions on trust for the Company.

To the extent that any future Assigned Rights can be assigned under this section they are so assigned. To the extent that they cannot by operation of law be so assigned, the Consultant agrees to assign them to the Company on their coming into existence.

The Consultant will notify the Company in writing of all Inventions promptly on their creation.

The Consultant will whenever requested to do so by the Company and in any event on the termination of this Agreement, promptly deliver to the Company all Equipment and Materials recording or relating to any part of the Created Works and the process of their creation which are in

their possession, custody or power (excluding Equipment and Materials used by the Consultant in the ordinary course of their business).

The Consultant will not register or attempt to register any of the Intellectual Property Rights in the Created Works, nor any of the Inventions, unless requested to do so in writing by a director of the Company.

The Consultant agrees at the Company's cost to do all things which are necessary or desirable for the Company to obtain for itself or its nominees the full benefit of this assignment, including to cooperate fully in any action by the Company to enforce its rights against a third party, including, at the Company's reasonable request, to take action against the third party.

7 NON-INFRINGEMENT

The Consultant represents, warrants and undertakes that:

- (a) only the Consultant will undertake the services to create any Created Works (and if anyone else does, the Consultant will obtain equivalent assignment(s) to this Agreement);
- (b) none of the Created Works will copy wholly or substantially from any other work or material and the use or exploitation of the Created Works will not in any way violate or infringe any rights of any third party;
- (c) where any Created Works contain licensed Equipment or Materials, such licenses will be either (i) on an open-source basis or (ii) on a world-wide, perpetual, irrevocable and royalty-free basis, and in each case will allow the Company to use and commercialise any Created Works on an uninhibited and world-wide commercial basis;
- (d) there are no claims (actual or threatened) that the Created Works or any part of them infringe the Intellectual Property Rights of any third party; and
- (e) The Consultant is the sole owner of the Assigned Rights, free of any encumbrances including any security interest, equity, claim, restriction, reservation, conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected) and is entitled to enter into this Agreement and has not previously assigned any of the Assigned Rights or granted any licence to any of the Assigned Rights to any third party or given any permission to any third party to use any of the Assigned Rights or otherwise has no obligations to any third parties which are inconsistent with the rights and obligations set out in this agreement and the Consultant is unaware of any use by any third party of the Created Works.

8 MORAL RIGHTS

The Consultant waives absolutely and irrevocably any Moral Rights in any of the Assigned Rights.

9 CONFIDENTIAL INFORMATION AND BUSINESS PROPERTY

All Business Property remains the property of the Company.

The Consultant will not (except in the proper course of their duties), either during term of this Agreement or at any time afterwards, use or disclose to any third party (and will use their best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:

- (a) any use or disclosure authorised by the Company or as required by law; or

- (b) any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.

The Consultant will promptly on request return to the Company all and any Business Property in their possession and/or control.

10 **DATA PROTECTION**

The Consultant consents to the Company holding and processing data relating to the Consultant for legal, personnel, administrative and management purposes and in particular to the processing of any Special Category Personal Data as defined in Data Protection Laws relating to the Consultant including but not limited to:

- (a) information on racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation;
- (b) information relating to any criminal proceedings in which the Consultant has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

The Consultant consents to the Company making such information available to the Company, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of the Company or any part of its business.

The Consultant consents to the transfer of such information to the Company's business contacts both within and outside the United Kingdom in order to further its business interests.

The Consultant will comply with the Company's data protection policy when processing personal data relating to any employee, worker, customer, client, supplier or agent of the Company.

11 **TERMINATION**

Notwithstanding section 2, the Company may terminate this Agreement with immediate effect without notice and without any liability to make any further payment to the Consultant (other than in respect of amounts accrued before the termination date) if at any time:

- (a) The Consultant commits any gross misconduct affecting the business of the Company;
- (b) The Consultant commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the Company;
- (c) The Consultant is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
- (d) The Consultant is, in the reasonable opinion of the Company, negligent or incompetent in the performance of the Services;
- (e) The Consultant makes any arrangement with or for the benefit of their creditors or is declared bankrupt or has a county court administration order made against them under the County Court Act 1984;
- (f) The Consultant commits any fraud or dishonesty or acts in any manner which in the reasonable opinion of the Company brings or is likely to bring the Consultant or the Company

into disrepute or is materially adverse to the interests of the Company; or

- (g) The Consultant commits a serious breach of the policies and procedures of the Company.

The rights of the Company under this section 11 are without prejudice to any other rights that it might have at law.

12 **OBLIGATIONS ON TERMINATION**

The Consultant will immediately return any Business Property.

The Consultant will irretrievably delete any information relating to the business of the Company stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in the Consultant's possession or under the Consultant's control outside the premises or computer systems of the Company.

Upon completion, the Consultant will provide a signed statement that they have complied fully with their obligations under this section 12.

If reasonably requested by the Company within 30 days following the termination of this Agreement for whatever reason, the Consultant will at their cost

- (a) provide all reasonable assistance to the Company to ensure an orderly handover of the Services to a successor contractor or employee; and
- (b) ensure that the handover is carried out with the minimum inconvenience and disruption to the Company and its business.

13 **STATUS**

The Consultant will be an independent contractor and nothing in this Agreement will render the Consultant an employee, worker, agent or partner of the Company and the Consultant will not hold themselves out as such.

The Consultant confirms that they will be personally fully responsible for

- (a) any taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and
- (b) any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any Substitute against the Company arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Company.

14 **NOTICES**

- (a) Any notice or other communication given to a party under or in connection with this Agreement will be in writing and will be delivered by hand or sent by email to the other party's email address as notified from time to time.
- (b) Any notice or communication will be deemed to have been received:
 - (i) if delivered personally, at the time of delivery;
 - (ii) if sent by email, 1 hour after the time sent unless the sender received an automated

message that the email has not been delivered.

- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15 **ENTIRE AGREEMENT AND PRE-CONTRACTUAL STATEMENTS**

This Agreement is the entire agreement between the Consultant and the Company relating to the Services and each agrees that:

- (a) (unless specifically stated otherwise) they supersede any previous agreement or understanding relating to them;
- (b) in entering into this Agreement neither the Consultant nor the Company has relied on any pre-contractual statement; and
- (c) the only remedy available to it/them or arising out of or in connection with any pre-contractual statement will be for breach of contract.

Nothing in this Agreement will, however, operate to limit or exclude any liability for fraud.

16 **THIRD PARTY RIGHTS**

Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

17 **GENERAL**

This Agreement may only be varied by a document signed by both the Consultant and the Company (or their authorised representatives).

No failure or delay by the Consultant and the Company to exercise any right or remedy, or any partial exercise of any right or remedy, under this Agreement will waive that or any other right or remedy.

This Agreement may be executed in any number of counterparts.

The validity, construction and performance of this Agreement will be governed by and construed in accordance with the laws of England and Wales and each of the Consultant and the Company irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim, dispute or matter arising under or in connection with this Agreement.

18 **ADDITIONAL ITEMS**

sAlnaptic Limited will retain copyright for all 'Created Work' produced in the 'course of the employment'.

By signing this contract you agree not to publish, reproduce, distribute, transmit, make available to the public, archive, store, lease/sell, the 'Created Work' and related content, either in whole or in

parts.

SCHEDULE ONE

Start Date	7 February 2022
Term	From 7 February 2022 for 6 weeks.
Project	sAlnaptic is an AI-driven, web-based interactive revision platform that enables the practice of open-ended exam-style questions for GCSE Science. For every question answered on the platform, students receive instant feedback in the form of a predictive score and qualitative feedback on aspects of their answer that was awarded a mark and concepts that should have been included. This project aims to improve the accuracy of sAlnaptic's automarking tool through the answers provided by students as part of the testing phase, and also collect crucial user experience on all aspects of the platform.
Services	<p>The Consultant will provide the following services to the Company in connection with the Project:</p> <p>The Consultant will provide services in connection with the Project. Listed below are details of the work involved:</p> <ol style="list-style-type: none"> 1. Answer exam-style questions online on sAlnaptic's web-based app. 2. Answers need to be written in the student's own words and should not be copied from the web, revision guide or any other revision material. Students are able to refer to any resource needed in order to refresh their memory and gain a better understanding of the topic before and/or during the session. 3. Provide feedback on the automarking tool and aspects of the App, according to the expectations and procedure set by sAlnaptic. 4. Students will be answering questions on the staging environment of sAlnaptic: https://sainaptic-app-demo--staging.anvil.app/. This link should be used only for the purpose as mentioned in this contract and should not be shared.
Fee	Fees will be paid on an hourly basis of £4.62/hour (including VAT and any taxes, if applicable) including any applicable VAT
Approved Expenses	N/A

SIGNATURES

Please indicate your acceptance of these terms and conditions by signing below.

We agree to the above.

A handwritten signature in black ink that reads "Kavitha". The signature is written in a cursive style with a long horizontal stroke at the end.

Kavitha Ravindran
for and on behalf of Sainaptic Limited
6 February 2022

I agree to the above.

A handwritten signature in black ink that reads "VIVEK KOMMI". The signature is written in a bold, blocky style.

Vivek Kommi
7 February 2022