



SCHEDULE 1

Contract Number:	185217
Employment Business:	Intellectual Capital Resources Ltd
Hirer:	EC - OG
Hirer Address:	Davidson House, Aberdeen Innovation Park, Campus One, Balgownie Road, Bridge of Don, Aberdeen AB22 8GT, UK
Assignment:	Embedded Software Contract
Site Address:	Davidson House, Aberdeen Innovation Park, Campus One, Balgownie Road, Bridge of Don, Aberdeen AB22 8GT, UK
Contractor:	MAARUTI TECHNOLOGIES LTD
Contractor Staff:	Jayant Rampuria
Start Date(dd/mm/yyyy) :	19/10/2020
End Date(dd/mm/yyyy) :	30/10/2020
Notice Period:	30 Days
Rate (excluding VAT):	GBP 448.00 Daily
Timesheet Frequency	Signed and submitted weekly
Invoice Frequency	Monthly
Expenses:	Expenses are only claimable by the Contractor if agreed in writing in advance by the Client, and must be properly incurred and receipted in accordance with Client policies. If expenses are paid to the Contractor prior to receipt of payment from the Client, the employment business will add a 5% surcharge payable by the Client on any amounts owing for expenses.
Conditions:	Failure to submit all necessary signed paperwork, documentation and timesheets in accordance with this Schedule and the Terms and Conditions may result in payments being uncompleted or delayed.

I am authorised to sign these terms for and on behalf of Intellectual Capital Resources Ltd. 	I am authorised to sign these terms for and on behalf of MAARUTI TECHNOLOGIES LTD 
Name: Tom Huggins	Name: Jayant Rampuria
Date: 16 Oct 2020	Date: Oct 15, 2020

NOTE: Execution of Assignment Schedule confirms acceptance of the Agreement.

TERMS OF ENGAGEMENT WITH A SELF-EMPLOYED CONTRACTOR (OPTED OUT OF THE CONDUCT REGULATIONS)**1. THE PARTIES**

- (1) Intellectual Capital Resources Ltd (Reg. 3852801) of Hive 2 1530 Arlington Business Park, Theale, Berkshire, RG7 4SA, UK ("the Employment Business")
- (2) MAARUTI TECHNOLOGIES LTD Ltd (Reg. 07782547) (" the Contractor")

2. RECITALS

- (A) The Contractor carries on the business of the provision of Contractor services and has agreed to provide the services specified in the attached schedule ("the Assignment Schedule").
- (B) The Employment Business has requested the Contractor and the Contractor has agreed with the Employment Business to provide the Contractor Services to the Client on the terms and subject to the terms of this agreement ("the Agreement").

3. INTERPRETATION

- 3.1 In this Agreement the following definitions apply:
- 3.2 Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 3.3 The headings contained in this Agreement are for convenience only and do not affect their interpretation.

4. DEFINITIONS

"Agency Worker"	means an employee, officer or other representative of the Contractor, which the Contractor shall supply to render services to the Hirer during an Assignment, subject to prior approval by the Hirer.
"Agency Workers Regulations"	means the Agency Workers Regulations 2010.
"Assignment"	means the period during which the Contractor/Contractor staff is supplied by the Company to provide the Contractor Services to the Hirer; or the Intermediary Services to be performed by the Agency Worker for a period of time during which the Intermediary is supplied by the Employment Business to provide the Intermediary Services to the Hirer.
"Calendar Week"	means any period of seven days starting with the same day as the first day of the First Assignment.
"Company/Employment Business"	means Intellectual Capital Resources Ltd Hive 2 1530 Arlington Business Park, Theale, Berkshire, RG7 4SA, UK
"Conduct Regulations"	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended).
"Confidential Information"	shall mean any and all confidential, commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or the Company or their business or affairs (including but not limited to this Agreement, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information) concerning the

Assignment in any form or medium whether disclosed or granted access to, whether in writing, orally or by any other means, the Contractor or any third party in relation to the Assignment by the Hirer or the Company or by a third party on behalf of the Hirer whether before or after the date of this Agreement together with any reproductions of such information in any form or medium or any part(s) of such information.

“Contractor”	means the person, firm or corporate body Introduced to the Hirer by the Employment Business to carry out an Assignment (and save where otherwise indicated, includes Contractor Staff and any third party to whom the provision of the Contractor Services is assigned or sub-contracted with the prior approval of the Hirer). May also be known as “Intermediary” as defined below.
“Contractor Fees”	means the fees set out in the Schedule. For the avoidance of doubt, the Contractor Fees include the agreed fees for the Contractor Services, any expenses or disbursements authorised by the Hirer and VAT charged at the applicable rate.
“Contractor Services”	means the services provided by the Contractor and any of the Contractor Staff during an Assignment.
“Contractor Staff”	means such of the Contractor's employees, officers or representatives provided to perform the Contractor Services.
“Hirer”	means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body (as the case may be) requiring the services of the Contractor and identified in the attached Schedule.
“Hirer's Group”	means (a) any individual, company, partnership, statutory body or other entity which from time to time Controls the Hirer, including (but not limited to) as a holding company as defined in section 1159 of the Companies Act 2006; and (b) any company, partnership, statutory body or other entity which from time to time is Controlled by or is under common Control with the Hirer, including (but not limited to) as a subsidiary or holding company as defined in section 1159 of the Companies Act 2006.
“Intermediary”	means the person, firm or corporate body Introduced to the Hirer by the Employment Business to carry out an Assignment (and, save where otherwise indicated, includes the Agency Worker) through an umbrella company.
“Intermediary Services”	means the services provided through an Intermediary during an Assignment (and, save where otherwise indicated, includes the Contractor Services).
“Qualifying Period”	means 12 continuous Calendar Weeks during the whole or part of which the Agency Worker is supplied by one or more temporary work agencies to the relevant Hirer to work temporarily for and under the supervision and direction of the relevant Hirer in the same role.
“Restriction Period”	means the 12 months following the termination or expiration of the Agreement; whichever expires last, save that if the Contractor and its Consultant(s) have not opted out of the Regulations and there has been a Supply then the Restriction Period shall mean the relevant period stated in the Conduct Regulations.
“Supply”	means the provision by the Company of an Agency Worker or any Contractor Staff to the Hirer at the start of an Assignment.

“Transfer Fee / Introduction Fee”

means agreed fee payable by the Hirer (or, where the Hirer has failed or refused to pay, the Contractor) to the Employment Business, calculated by multiplying 12 x the weekly Contractor rate specified in the Schedule; in the event the Contractor engages directly with the Hirer, within restriction period.

5. THE CONTRACT

- 5.1 This Agreement together with the Schedule constitutes the entire agreement between the Company and the Contractor for the supply of the Contractor Services to the Hirer and governs the Assignment undertaken by the Contractor with the Hirer. This Agreement shall prevail over any other terms put forward by the Contractor.
- 5.2 For the avoidance of doubt this Agreement shall not be construed as a contract of employment between any Contractor Staff supplied to provide the Contractor Services and either the Company or the Hirer and any of the liabilities of an employer arising out of the Assignment shall be the liabilities of the Contractor.
- 5.3 No variation or alteration to this Agreement shall be valid unless details of such variations are agreed between the Company and the Contractor and are set out in writing and a copy of the varied terms is given to the Contractor stating the date on or after which such varied terms shall apply.
- 5.4 The Schedule shall specify the Hirer, the Contractor Fees payable and such expenses as may be agreed, any notice period and any other information relevant to the Assignment.

6. RELATIONSHIP BETWEEN THE COMPANY AND THE CONTRACTOR

- 6.1 The Company nor the Hirer is under no obligation to offer the Contractor or the Contractor Staff any further work and the Contractor and the Contractor Staff are under no obligation to accept any further work that may be offered. All parties acknowledge and accept that there is no intention to create mutuality of obligation during any Assignment or between Assignments.
- 6.2 The Contractor acknowledges to the Company that its services are supplied to the Company as an independent contractor and that accordingly the responsibility of complying with all statutory and legal requirements relating to the Contractor Staff (including the payment of taxation and compliance with the immigration laws applicable to the jurisdiction in which the Contractor Services are provided) shall fall upon and be discharged wholly and exclusively by the Contractor.
- 6.3 Nothing in this Agreement shall render any member of the Contractor Staff an employee of either the Company or the Hirer. The Contractor shall ensure that none of the Contractor Staff holds themselves out as an employee of either the Company or the Hirer. In the event that any person should seek to establish any liability or obligation upon the Company on the grounds that the Contractor Staff are an employee/employees of the Company or the Hirer, the Contractor hereby indemnifies the Company and keep it indemnified in respect of any such liability or obligation and any related costs expenses or other losses which the Company shall incur.
- 6.4 If the Contractor has completed the Qualifying Period on the start date of the relevant Assignment or following completion of the Qualifying Period during the relevant Assignment, and if the Contractor is entitled to any terms and conditions relating to the duration of working time, night work, rest periods and/or rest breaks under the Agency Workers Regulations which are different and preferential to rights and entitlements relating to the same under the Working Time Regulations, any such terms and conditions will be as set out in the relevant Assignment Details Form (as set out at Schedule 1) or any variation to the relevant Assignment Details Form (as appropriate) and the Intermediary will give the Contractor any such entitlements.
- 6.5 The Contractor shall provide the Contractor Services and subject to the prior agreement of the Hirer (which will not be withheld or delayed) may substitute the Consultancy staff and shall be entitled to assign or subcontract the performance of the Contractor Services, provided that the Company and the Hirer are reasonably satisfied that the assignee or sub-contractor has the required skills, qualifications, resources and personnel to provide the Contractor Services to the required standard and that the terms of any such assignment or sub-contract contain the same obligations imposed by this Agreement and further that any person to whom the performance of the Contractor Services has been assigned or sub-contracted has opted out of the Conduct Regulations.
- 6.6 Save as otherwise stated in this Agreement, the Contractor 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 services to the Hirer or amounts to a breach of this Agreement.

7. WARRANTIES PROVIDED BY THE CONTRACTOR

7.1 The Contractor warrants to the Company that:

- 7.1.1** by entering into and performing its obligations under this Agreement it will not thereby be in breach of any obligation which it owes to any third party;
- 7.1.2** the Contractor Staff have the necessary skills and qualifications to perform the Contractor Services;
- 7.1.3** save in circumstances where the Contractor is supplied through an Intermediary, the Contractor and the Contractor Staff providing the Contractor Services have agreed to opt out of the Conduct Regulations and have signed an agreement to that effect and as such understand that none of the Conduct Regulations apply to this Assignment. Further the Contractor warrants that it will only supply staff to perform the Contractor Services who have opted out of the Conduct Regulations;

7.2 Save in circumstances where the Contractor is supplied through an Intermediary (in which case the Contractor hereby warrants that all appropriate tax and National Insurance deductions as required by law have been made in conjunction with the Intermediary in respect of all Assignments), the Contractor shall procure that the Contractor Staff, any sub-contractor or assignee performing the Contractor Services warrant that they are not and do not operate as 'managed service companies' as defined in section 61B of the Income Tax (Earnings and Pensions) Act 2003 but that they are personal service companies which are compliant in all respects with IR35. The Contractor hereby indemnifies the Company in respect of any losses it sustains in connection with any breach of this warranty.

7.3 The Contractor's, including the Contractor Staff, method of work for the Hirer shall be theirs to determine. The Contractor shall operate as an independent company and the Contractor Staff shall not be under the supervision, direction or control of the Hirer. The Contractor's right to recover expenses shall be conditional on its compliance with this warranty. The Contractor hereby indemnifies the Company in respect of any losses it sustains in connection with any breach of this warranty.

8. CONTRACTOR'S OBLIGATIONS

8.1 The Contractor agrees on its own part and on behalf of the Contractor Staff as follows:

- 8.1.1** to observe any relevant rules and regulations of the Hirer's establishment or the premises where the Contractor Services are being performed to which attention has been drawn or which the Contractor might reasonably be expected to ascertain; including but not limited to those relating to health and safety insofar as they are applicable to independent contractors or on-site visitors;
- 8.1.2** to comply with the GDPR /Data Protection Act 2018 in respect of any personal data which the Contractor is granted access to for the purpose of or by reason of the performance of the Contractor Services; (<https://ic-resources.com/data-privacy-policy/>)
- 8.1.3** not at any time divulge to any person, nor use for its own or any other person's benefit, any Confidential Information relating to the Hirer's or the Company's employees, business affairs, transactions or finances;
- 8.1.4** not to engage in any conduct detrimental to the interests of the Company and/or the Hirer which includes any conduct which could bring the Company and/or the Hirer into disrepute and/or which results in the loss of custom or business for the Company and/or the Hirer;
- 8.1.5** to sub-contract or assign to any third party any of the Contractor Services which it is required to perform under the Assignment except in accordance with clause 6.5;
- 8.1.6** to furnish the Hirer and/or the Company with any progress reports as may be requested from time to time;

- 8.1.7 to notify the Company forthwith in writing if it should become insolvent or if any of the circumstances set out in clauses 12.2.5 to 12.2.7 apply;
 - 8.1.8 to comply with all the requirements of VAT legislation and the Companies Acts;
 - 8.1.9 to provide at its own cost, subject to any agreement to the contrary specified in the Schedule all such necessary equipment as is reasonable for the adequate performance by the Contractor Staff of the Contractor Services;
 - 8.1.10 to provide such evidence and verification of the experience, training, qualifications and authorisations required by law or by a professional body as may be requested from time to time;
 - 8.1.11 to use best endeavours to supply the Contractor Services in a professional manner and to a high standard at all times.
- 8.2 If the Contractor is unable for any reason to provide the Contractor Services during the course of the Assignment, the Contractor should inform the Company as soon as is reasonably practicable but in any event, no later than one hour after it becomes aware of any event which renders it unable to provide the Contractor Services so as to enable the Company to discharge its obligations to the Hirer.
- 8.3 If any Intermediary and/or the Contractor considers that any Contractor Staff has not or may not have received equal treatment under the Agency Workers Regulations as a result of any act or omission of the Company, the Company may, or may request such Contractor Staff to, raise this in writing with the Company setting out as fully as possible the basis of the Intermediary's and/or the Contractor Staff's concerns. Save to the extent any such loss results from any act or omission of the Company or the Hirer, any relevant Intermediary shall indemnify and keep indemnified the Employment Business (or, as the case may be, the Hirer) against any losses the Company (or the Hirer) may suffer or incur as a result of any claim made by or on behalf of the Contractor Staff under the Agency Workers Regulations.
- 8.4 If, either before or during the course of an Assignment, the Contractor becomes aware of any reason why it or the Contractor Staff may not be suitable for an Assignment, the Contractor shall notify the Company immediately.
- 8.5 The Contractor acknowledges that it is the Contractor's responsibility for agreement being reached with the Hirer in regard to work completed by Contractor staff. For the avoidance of doubt, this is represented by timesheets being signed by the Hirer. In an event where the Hirer delays or declines to sign a timesheet, the Contractor agrees to deal with the situation directly with the Hirer. The Contractor recognises the Company are not liable to pay any fees to the Contractor until signed timesheets have been submitted and therefore an agreement has been reached with the Hirer.
- 8.6 The Contractor acknowledges that any breach of its obligations set out in this clause may cause the Company to suffer loss and that the Company reserves the right to recover such losses from the Contractor by way of set off or deduction from any sums owed by the Company to the Contractor.

9. OBLIGATIONS OF THE COMPANY

Throughout the term of this Agreement the Company will:

- 9.1 Pay the Contractor the agreed Contractor Fees in respect of the provision of the Contractor Services in accordance with clause 10 below;
- 9.2 Furnish the Contractor with the information set out in the Schedule in order for the Contractor to arrange for the provision of the Contractor Services;
- 9.3 Advise the Contractor of any health and safety information or advice which it receives from the Hirer which may affect the Contractor Staff during the Assignment.

- 9.4 to comply with the GDPR / Data Protection Act 2018 in respect of any personal data which the Company is granted access to for the purpose of or by reason of the completion of the assignment. (<https://ic-resources.com/data-privacy-policy/>)

10. SCHEDULE

- 10.1 The Contractor shall obtain the signature of an authorized representative of the Hirer as verification and execution of the provision of the Contractor Service, referred to as timesheets, and submit these in line with Schedule 1. The Contractor recognizes the need for timesheets to be signed and submitted within the Schedule guidelines to ensure all parties have utmost visibility on current project status. If the company does not receive timesheets which are signed, payment will not be processed. If providing signed timesheets is delayed, payment will be added to the next available pay run date.
- 10.2 Upon completion of the Assignment, or as may be agreed and specified in the Schedule, the Contractor shall deliver to the Company its invoice for the Contractor Fees due from the Company showing the work performed and the time spent by the Contractor in providing the Contractor Services.
- 10.3 The Contractor's invoice must be received by the Company in line with the Schedule. The Contractor's invoice should bear the Contractor's name, the Contractor's company registration number and VAT number and should state any VAT due on the invoice.
- 10.4 The Company shall not be obliged to pay any fees to the Contractor unless an invoice has been properly submitted by the Contractor and the Hirer has verified a corresponding signed timesheet relating to works carried out by Contractor Staff. It is the Contractors responsibility to ensure the Company receive both for payment to be valid.

11. CONTRACTOR FEES

- 11.1 Subject to the receipt of the Contractor's invoice and timesheet in accordance with clause 10 above, the Company will pay the Contractor the Contractor Fees in line with Schedule 1. If the Contractor does not follow the guidelines set out in clause 10, the Company reserves the right to change payment terms at its own discretion. This could be a delay in payment if invoices or timesheets are submitted outside of the schedule, to non-payment if the event of non-submittal.
- 11.2 The Contractor shall be responsible for any PAYE Income Tax and National Insurance Contributions and any other taxes and deductions payable in respect of the Contractor Staff for the Assignment (including any social fund contributions payable in any other Member State pursuant to a valid E101 certificate issued to any of the Contractor Staff).
- 11.3 All payments due from the Company will be made to the Contractor and not to any third party or member of the Contractor Staff, any sub-contractor or assignee.
- 11.4 The Company shall not be obliged to pay the Contractor for any periods during which the Contractor Services are not provided, whether this is due to the Contractor being unable to provide the Contractor Services or where the Hirer does not require the Contractor Services or otherwise in respect of holidays, illness, or absence of the Contractor Staff.
- 11.5 The Contractor shall bear the cost of any training which the Contractor Staff may require in order to perform the Contractor Services.
- 11.6 The Company reserves the right to alter the payment schedule if the financial situation of the Hirer changes during the course of the assignment. This could vary from a change in payment schedule to a "pay when paid" agreement being required. The Company have the right to make these changes at its own discretion, on the basis it is communicated in a timely fashion and based on actual events with the Hirer.

12. TERM AND TERMINATION

- 12.1 This Agreement shall commence on the date set out in Schedule 1 and shall continue until completion of the Contractor Services to the reasonable satisfaction of the Hirer at which time this Agreement shall expire automatically unless previously terminated by the

Company or the Contractor giving the other party the period of notice specified in Schedule 1.

12.2 Notwithstanding clauses 12.1 and 12.3 of this Agreement, the Hirer or Company may immediately terminate the agreement and instruct the Contractor to cease work on the Assignment straight away. In this event the notice period set out in schedule 1 does not apply and the Contractor will only be paid until the day the Immediate termination was issued. Immediate termination is valid when:

12.2.1 the Contractor has acted in breach of the rules and regulations applicable to third parties providing services to the Hirer; or

12.2.2 the Contractor has committed any serious or persistent breach of any of its obligations under this Agreement; or

12.2.3 the Hirer reasonably believes that the Contractor has not observed any condition of confidentiality from time to time; or

12.2.4 the Hirer is dissatisfied with the Contractor's provision of the Contractor Services and has terminated the Assignment; or

12.2.5 either the Contractor or the Hirer becomes insolvent, dissolved or subject to a winding up petition; or

12.2.6 any member of the Contractor Staff is suspected of any fraud, dishonesty or unprofessional behaviour; or

12.2.7 the Contractor is in breach of clause 17.2 below.

12.3 The Contractor acknowledges that the continuation of the Assignment is subject to and conditioned by the continuation of the contract entered into between the Company and the Hirer. In the event that the contract between the Company and the Hirer is terminated for any reason the Assignment shall also terminate immediately between the Company and Contractor without further fees or liability due from the day of termination.

12.4 The Contractor acknowledges that the termination is agreed between the Hirer and the Contractor. When agreement is reached, signed timesheets and matching invoices can be sent to the Company to pay fees for the appropriate period. If agreement cannot be reached on the termination, the Company are not liable to pay any fees to the Contractor past the day of termination being served.

12.5 Failure by the Contractor to give full and proper notice of termination as required in Schedule 1 attached shall constitute a breach of contract and shall entitle the Company to claim damages from the Contractor for any resulting loss suffered by the Company.

13. INTELLECTUAL PROPERTY RIGHTS

The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the provision of the Contractor Services, by the Contractor, the Contractor Staff and/or any third party to whom the Contract is assigned or sub-contracted, for the Hirer during the Assignment shall belong to the Hirer, save such rights as may be expressly owned or retained by the Contractor and set out in Schedule 1. Accordingly the Contractor shall (and shall procure that any relevant member of the Contractor Staff shall) execute all such documents and do all such acts as the Company shall from time to time require in order to give effect to the Hirer's rights pursuant to this clause.

14. CONFIDENTIALITY

In order to protect the confidentiality and trade secrets of the Hirer and/or the Company and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Contractor agrees on its own part and on behalf of its Contractor Staff as follows:

14.1 not at any time whether during or after the Assignment (unless expressly so authorised by the Hirer or the Company 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 the Hirer or the Company with the exception of information already in the public domain;

14.2 to deliver up to the Hirer or the Company (as directed) at the end of the Assignment all documents and other materials belonging to the Hirer (and all copies) which are in its possession including documents and other materials created by it or the Contractor Staff during the course of the Assignment;

14.3 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 Hirer 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 Hirer or the Company as appropriate.

15. COMPUTER EQUIPMENT WARRANTY

The Contractor shall ensure that any computer equipment and associated software which it provides to the Contractor Staff for the purpose of providing the Contractor Services contains anti-virus protection with the latest released upgrade from time to time.

16. RESTRICTION

16.1 Should the Contractor provide services to the Hirer, any subsidiary or associated company of the Hirer, any Hirer of the Hirer or any other third party to whom the Hirer has introduced the Contractor, during the Assignment or within the Restriction Period engage the services of the Contractor other than through the Employment Business, the Contractor hereby acknowledges that the Employment Business shall be entitled to charge either an Introduction Fee or a Transfer Fee (as appropriate) to the Hirer.

16.2 In the event of the Hirer failing or refusing to pay either an Introduction Fee or a Transfer Fee (as appropriate), the following provisions of this clause 16 shall apply.

16.3 Should the Contractor provide services to the Hirer, any subsidiary or associated company of the Hirer, any hirer of the Hirer or any other third party to whom the Hirer has introduced the Contractor, within the Restriction Period engage the services of the Contractor other than through the Employment Business, without first consulting the Employment Business first, then the Contractor shall either:

16.3.1 In the event of no Supply, pay the Introduction Fee; or

16.3.2 Following termination or expiration of the Agreement, pay the appropriate Transfer Fee.

17. LIABILITY

The Contractor shall:

17.1 be liable for any and all loss, damage or injury to any party resulting from the deliberate and/or negligent acts or omissions of the Contractor or Contractor Staff during an Assignment, or for the acts or omissions of any assignee or sub-contractor to whom the Contractor assigns or sub-contracts the performance of the Contractor Services, during an Assignment; and

17.2 ensure the provision of adequate Employer's Liability Insurance, Public Liability Insurance, Professional Indemnity Insurance and any other suitable policies of insurance in respect of the Contractor and the Contractor Staff during an Assignment and shall make a copy of the policy available to the Company immediately and in any event before the commencement of any Assignment, failing which the Company shall be entitled to terminate this Agreement;

17.3 be liable for any defects arising in relation to the Contractor 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 the Company or the Hirer.

17.4 The Contractor shall indemnify and keep indemnified the Employment Business against any costs, claims damages, expenses or liabilities incurred by the Employment Business arising out of any Assignment or arising out of any non-compliance with and/ or as a result of any breach of this Agreement by the Contractor or Contractor Staff.

18. INDEMNITY

The Contractor shall indemnify and keep indemnified the Company against any and all losses, costs, damages or expenses suffered or incurred by the Company by reason of any proceedings, claims or demands by any third party (including specifically, but without limitation, Her Majesty's Revenue and Customs and any successor, equivalent or related body pursuant to any of the provisions of Chapter 9 and/or section 688A of the Income Tax (Earnings and Pensions) Act 2003 and/or any supporting or consequential secondary legislation relating thereto).

19. SEVERABILITY

If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

20. NOTICES

All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally or by first class prepaid post to the registered office of the party upon whom the notice is to be served or any other address that the party has notified the other party in writing, by email or facsimile transmission. Any such notice shall be deemed to have been served: if by hand when delivered, if by first class post 48 hours following posting and if by email or facsimile transmission, when that email or facsimile is sent.

21. DISCLAIMER

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

22. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of England & Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England & Wales.

I am authorised to sign these terms for and on behalf of Intellectual Capital Resources Ltd.	I am authorised to sign these terms for and on behalf of MAARUTI TECHNOLOGIES LTD
<i>T B Huggins</i>	<i>Jayant Rampuria</i>
Name: Tom Huggins	Name: Jayant Rampuria
Date: 16 Oct 2020	Date: Oct 15, 2020

NOTE TO LIMITED COMPANY CONTRACTOR STAFF: Limited company Contractor staff can opt out of the Conduct of Employment Agencies and Employment Businesses Regulations 2003 (as amended) ("Conduct Regulations"). If, you, the Contractor Staff, and the Individual to be supplied to do the work wish to opt out of the Conduct Regulations, please read this form carefully. You are also recommended to take independent legal advice so that you know what the opt out means.

Parties:

MAARUTI TECHNOLOGIES LTD Registered Company No.07782547 of (the "**Contractor**") Jayant Rampuria of (the "**Individual / Contractor Staff**")

1. This opt out notification is supplemental to the agreement ("the **Agreement**") between the Employment Business and the Contractor. The terms used in this notification shall have the same meaning as those defined in the Agreement.
2. The Contractor and the Individual acknowledge that it is their intention that the provisions of the Conduct Regulations do not apply to any future assignment agreed between the parties.
3. The parties have freely entered into this opt out notification.
4. Further that the Individual is free to withdraw from this opt out notification at any time by giving not less than one month's written notice to. However, where notice is given during an Assignment it will not take effect until the Individual stops working in that Assignment and commences a new assignment.

We the undersigned have read, understand and agree to be bound by the terms of this opt out notification. In particular, we understand that by signing this opt out notification we are agreeing that the provisions of the Conduct Regulations shall not apply to any future assignment agreed between the parties.

For and on behalf of **MAARUTI TECHNOLOGIES LTD**

Jayant Rampuria

Name: Jayant Rampuria

Date: Oct 15, 2020