

## SMART TEC SOLUTIONS LIMITED

### INDEPENDENT CONTRACTOR AGREEMENT

**THIS INDEPENDENT CONTRACTOR AGREEMENT (the  
“Agreement”) Dated this ...th day of....2018**

**BETWEEN: Smart Tec Solutions Ltd.**

**(the “Client”)**

**- AND -**

**(the “Contractor”)**

**PROJECT:**

**BACKGROUND:**

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this agreement.

**IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the “Party and collectively the “Parties” to this agreement) agree as follows:**



### **SERVICES PROVIDED**

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:

Refer to subcontract order 25117/170015

2. The Services will also include any other asks which the parties may agree on. The Contractor hereby agrees to provide such services to the client.

### **TERMS OF AGREEMENT**

3. The term of this Agreement ("The Term") will begin on the date of this Agreement and will remain in full force and effect until completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.

4. In the event that either party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting party to indemnify the non-defaulting Party against all reasonable damages.

### **PERFORMANCE**

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### **CURRENCY**

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this agreement are in GBP.

### **COMPENSATION**

7. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor of a fixed amount of £137,550.00

8. The client will be invoiced at agreed stages throughout the Contract in line with application dates.

9. Invoices submitted by the Contractor to the Client are due within the agreed terms of payment.

10. The Compensation as stated in this Agreement does not include Value Added Tax. Any Value Added Tax required to be charges

11. The Contractor will be responsible for all income tax and National Insurance or similar contributions relating to the Compensation and the Contractor will indemnify the Client in respect of any such payments required to be made by the client.

### **REIMBURSEMENT OF EXPENSES**

12. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.



### **CONFIDENTIALITY**

13. Confidential information ("the Confidential Information") refers to any data or information relating to the client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known as where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

14. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential information which the Contractor has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

### **OWNERSHIP OF INTELLECTUAL PROPERTY**

15. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the client. The use of the Intellectual Property by the Client will not be restricted in any manner.

16. The Contractor may not use the intellectual Property for any purpose other than contracted for in this agreement except with written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorised use of the intellectual property.

### **RETURN OF PROPERTY**

17. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client

### **CAPACITY/INDEPENDENT CONTRACTOR**

18. In providing the services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

### **NOTICE**

19. All notices, requests, demands or other communications required or permitted by the terms of this agreement will be given in writing and delivered to the Parties of this Agreement as follows: -

Or to such other address as any Party may from time to time notify the other.



## **INDEMNIFICATION**

20. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other party, and it's respective affiliates, officers, agents, employees and permitted successors and assigns against any and all claims, losses, damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever which result from or arise out of any act or omission of the indemnifying party, it's respective officers, agents, employees and permitted successors and assigns that occur in connection with this agreement. This indemnification will survive the termination of this agreement.

## **DISPUTE RESOLUTION**

21. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

22. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the law. The Arbitrators award will be final and judgment may be entered upon it by any court having jurisdiction.

## **MODIFICATION OF AGREEMENT**

23. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this agreement will only be binding if evidence in writing signed by each party or an authorised representative of each party.

## **TIME OF THE ESSENCE**

24. Time is of the essence in this Agreement. No extension or variation of this agreement will operate as a waiver of this provision.

## **ASSIGNMENT**

25. The Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this agreement without the prior written consent of the Client.

## **ENTIRE AGREEMENT**

26. It is agreed that there is no representation, warranty, collateral Agreement or condition affecting this Agreement except as expressly provided in this Agreement.

## **ENUREMENT**

27. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.



### TITLES/ HEADINGS

28. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

### SEVEREABILITY

29. In the event that any of the provisions of this agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this agreement.

### WAIVER

30. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this .... day of 2018.

(Client) .....

(Contractor).....

