

CONTRACTOR TERMS AND CONDITIONS

Agreement relating to the hire of contract staff for a period of 12 months (**Contractor's copy**)

This agreement ("the Agreement") is dated as of **January 7, 2016** and is subject to the terms and conditions overleaf (the "Terms and Conditions") except where specifically stated in the agreement between

Aurec (Singapore) Pte Ltd Registration No. 200515062N (the "Company") and Moori Ashok Kumar Reddy with NRIC No. **S7863695E** (the "Contractor")

Schedule

Contractor: Moor Ashok Kumar Reddy

Address: APT BLK 359 Tampines Street 34 #02-433
Singapore 520359

Position: Capacity Manager

Commencement date: 7 March 2016 (Tentative)

Termination date: 12 months from commencement date

Base Rate: SGD 9,000

Payment Method: Monthly

Client: Hitachi Data Systems

Contact: April Rodillo

IMPORTANT NOTE

Before payment can be made under this agreement for services rendered, the Contractor must supply the Company with a signed returned contract, proof of residency, and have completed and returned the attached Aurec employee form:

Signed on Behalf of Aurec Pte Ltd

Signed by "Contractor"

Name: April Rodillo

Signature: _____

Date: ____/____/____



02/03/2016

Please sign here and on the third page after reading terms and conditions

DEFINITIONS **"Company"** means Aurec (Singapore) Pte Ltd

"Client" means the person, firm or organisation to whom the Company supplies the Contractor(s) to provide the Services under this Agreement, and which will include any holding company, subsidiary company, or associated company of the Client.

"Conflict of Interest" means any business interest of the Contractor, which may conflict with the business interests of the Company or the Client.

"Contractor" means the person named in the Schedule as the Contractor.

"Contractor's Representative(s)" means the officers, employees, contractors or agents of the Contractor engaged to provide the Services to the Client under this Agreement, as described in the Schedule.

"Related Bodies (or Body) Corporate" has the same meaning as in the Corporations Act 2001 (Commonwealth).

"Related Entities (or Entity)" means an entity whose financial accounts could be incorporated with those of the Company as part of a consolidated financial report prepared by the Company in accordance with Australian Accounting Standard 24.

"Services" means the provision of information technology consultancy or associated services by the Contractor to the Client.

"Third Party" means any person or entity other than the Company, the Client, or the Contractor.

1. OPERATION OF AGREEMENT

This document records the agreement between the Company and the Contractor as to provision of the Services to the Client.

2. SCHEDULE

The Schedule forms part of this Agreement, and may be varied or substituted from time to time. The Company and the Contractor agree that any such substitution or variation of the Schedule must be agreed to in writing between the Company and the Contractor.

3. LOCATION FOR THE PROVISION OF SERVICES

The Contractor will provide the Services at the Client's premises as stated in the Schedule. The Contractor also agrees that it will provide the Services to the Client at any other place not noted in the Schedule, as the Client may reasonably direct.

4. NATURE OF RELATIONSHIP

- a. The Contractor acknowledges that it is engaged as a PAYG contractor and is not at any time in a partnership or a joint venture with, or an employee, servant or agent of, the Company or the Client.
- b. The Contractor will not make a contract or obtain credit on behalf of the Company or Client, without the express written permission of the Company or the Client respectively.

5. PROVISION OF SERVICES

- a. The Contractor agrees to provide the Services to the Client to the standard required by the Client and in accordance with such work as the Client may specify from time to time but within the scope of the Services provided under this Agreement.
- b. The Contractor acknowledges that he or she has been informed of the requirements of the Client in relation to the provision of the Services.
- c. The Contractor will for the duration of this Agreement and during any further extensions of this Agreement provide the Services for the Company during the hours for which those services are required by the Client.
- d. Prior to providing the Services, the Contractor will declare to the Company and to the Client any Conflict of Interest or potential Conflict of Interest.
- e. The Contractor may provide services to Third Parties during the period of this Agreement, provided that:
 - i. such work does not prejudice the Contractor's performance of the work for the Client under this Agreement;
 - ii. there is no Conflict of Interest; and
 - iii. the work is not directly or indirectly undertaken for a business competitor of the Client, unless written permission is given to the Contractor by the Client and by the Company.
- f. The contractor will work in the Clients' place of business or maybe reassigned to other client's place of business if required by the nature of his work.

6. CONTRACTOR'S GENERAL OBLIGATIONS

- a. During the term of this Agreement the Contractor must hold all licences, permits, registrations and authorities which it may by law be required to hold in relation to its business.
- b. The Contractor must act in commercial good faith with respect to the Client and the Company and ensure that the Services

are performed with due care, skill and diligence according to the standards and ethics applying to the Contractor's profession or trade and the industry in which the Contractor performs the Services.

- c. If the Contractor is unable to perform the Services for any reason, and/or is unable to attend the Client's premises for any reason to perform the Services, the Contractor will notify an officer of the Company prior to the day of the intended absence, or otherwise as soon as practicable.
- d. Where the Contractor uses its own equipment to perform the Services, the Contractor warrants that the equipment is in proper working order, and is suitable for its purpose.
- e. Where the equipment so utilised by the Contractor in accordance with clause 6d. is a computer, the Contractor agrees to take responsibility for any downtime (that is the Contractor will not charge for its time whilst the computer equipment is not in a working condition) due to any malfunction of the computer equipment, and warrants that the computer equipment and software utilised is licensed to the Contractor and is virus free.
- f. The Contractor must not introduce by any means any software, program or data into the Client's computer equipment without authority from the Client.
- g. If the Services which the Contractor performs are unsatisfactory in the reasonable opinion of the Client, the Contractor will make good, at the Client's or Company's request, all defects in the performance of the Services at no further cost to the Client or the Company.
- h. Should the Contractor fail, or be unable, to rectify any defects in the performance of the Services when requested to do so, the Client or the Company may have the defects rectified and recover the cost of the rectification from the Contractor.
- i. The Contractor warrants that it possesses all qualifications and skills appropriate for the provision of the Services and this includes, but is not limited to, necessary qualifications or training in compliance with the requirements of any statute, authority, and relevant professional or trade organisations.
- j. The Contractor warrants that it has all required licences and the permission to use any intellectual property which it uses in performing the Services, and will notify the Company and the Client immediately if any property, process, matter or thing which is the subject of any patent, copyright, right or interest of any third party is incorporated into any work, program, design or specification prepared in the performance of the Services.

7. DIRECTION

During the period of this Agreement, the Contractor will comply with any reasonable directions given by the Client in relation to the provision of the Services under this Agreement, and also comply with any of the Client's policies or rules which would apply to them in relation to the provision of those Services.

8. PAYMENT

- a. The Company will not make any payment to the Contractor until he or she has provided the Company with a signed and approved timesheets every month – payable within 7 days after timesheet is received.
- b. Standard medical insurance coverage.

Timesheets and Tax Invoices

- c. The Company will pay the Contractor for the hours worked by the Contractor in arrears and according to the rates specified in the Schedule.
- d. Timesheets signed by the Client or by a person duly authorised by the Client, must be provided to the Company at the end of each period specified in the Schedule for the hours worked by the Contractor.
- e. The Company will make payments owing in accordance with the terms of this Agreement to the Contractor, provided that the Contractor meets deadlines imposed by the Company for the receipt of timesheets set out in the Schedule.
- f. The Company will not be required to make any payments for the Services performed under this Agreement, until the Contractor has provided it with the said timesheets.

Late Payment

- g. Any timesheets that the Contractor provides to the Company outside of the period for the supply of such timesheets as set out in the Schedule, will be paid by the Company within 14 days following their supply.

Expenses

- h. The Contractor is responsible for and must pay all expenses incurred in providing the Services.
- i. The Company may pay, reimburse or contribute to a reimbursable expense properly incurred by or on behalf of the Contractor: Receipts are to be provided on a monthly basis together with the timesheet processing.
- j. A reimbursable expense is properly incurred by or on behalf of the Contractor if:
 - i. the expense is incurred at the request of the Client;
 - ii. the expense is properly substantiated, to the reasonable satisfaction of the Company; and
- k. If the Company pays for, reimburses, or contributes to a reimbursable expense, the amount required to be paid, reimbursed, or contributed by the Company will be the sum of the amount of the reimbursable expense, less any input tax credits (if any), to which the Contractor is entitled in respect of the reimbursable expense, and any GST payable by the Contractor.

9. LEAVE/HOLIDAY

- a. Annual Leave: 20 days each Year
- b. Medical Leave: Flexible

10. CONFIDENTIALITY

- a. The Contractor recognises that the Client has expended and will continue to expend time, money and effort in obtaining, retaining and developing its customer base and has invested considerably in its methods, trade secrets and business.
- b. The Contractor acknowledges that the Client has an interest in maintaining and protecting the confidentiality of its information.
- c. The Contractor agrees with the Company to be bound by the terms set out in **Annexure A**.
- d. This Clause will survive any termination of this Agreement.

- e. The Contractor will not disclose to the Client any information regarding payments made by the Company to the Contractor or the rates in the Schedule.
- f. The Contractor will execute a separate confidentiality agreement if requested to do so by the Client.

11. INTELLECTUAL PROPERTY

- a. All inventions, improvements or discoveries made, created or developed by the Contractor in the course of providing the Services to the Client ("Intellectual Property") will be immediately notified and described to the Client by the Contractor.
- b. The Contractor will take any reasonable action necessary to transfer to the Client any interest of the Contractor in the Intellectual Property.
- c. This clause will survive any termination of this Agreement.

12. INDEMNIFICATION

- a. The Contractor agrees to indemnify and keep the Company indemnified from and against all costs, claims, losses, damages, demands, liabilities, causes of action, proceedings, awards, or judgments suffered or incurred by or brought or made against the Company to the extent that they are caused or contributed to by:
 - i. the Contractor's breach of any provision of this Agreement; or
 - ii. the Contractor's acts or omissions including without limitation, any act or omission that may contravene the provisions of any legislation.
- b. This Clause will survive any termination of this Agreement.

13. NON-SOLICITATION

- a. The Contractor will notify the Company immediately if the Client or any other individual, group of individuals, company, or organisation associated with the Client offers employment or engagement to the Contractor, and the Contractor will provide full details of that offer to the Company.
- b. During the period of this Agreement, or for any time within 12 months (or if that is held to be unenforceable by a court of competent jurisdiction, then the maximum enforceable period of 9, 6, or 3 months) of the termination of this Agreement, the Contractor will not, without the prior written consent of the Company:
 - i. accept any offer of employment or engagement on a contract or permanent basis made by the Client, or
 - ii. make any approach to the Client either directly or indirectly, for the purposes of procuring such an offer of employment or engagement on a contract or permanent basis from the Client.
- c. If the Contractor is subject to the restraint in clause 12b. and wants to retain the right to accept work from the Client, the Contractor may give notice in writing to the Company requesting relief from the restrictions in clause 12b.
- d. Any notice given under clause 12c. must specify the Client the Contractor wishes to retain the right to do work for.
- e. the maximum enforceable period of 9, 6, or 3 months) not to, without the prior written consent of the Company:
 - i. accept any offer of employment or engagement on a contract or permanent basis made by the Customer, or

- ii. make any approach to the Customer either directly or indirectly, for the purposes of procuring such an offer of employment or engagement on a contract or permanent basis from the Customer.

14. COMMENCEMENT DATE

The Company will use its best endeavours to ensure that the Commencement Date of this Agreement will be as stated in the Schedule. However, the Company will not be liable for any payment to the Contractor until the provision of the Services under this Agreement are required where there is a delay in the commencement of the Services:

- (i) caused by the Client; or
- (ii) arising from circumstances which are beyond the Company's control.

15. TERMINATION

- a. This Agreement may be terminated by the Company without notice:
 - i. in the event that the Contractor, being a natural person, commits an act of bankruptcy;
 - ii. If the Contractor is convicted of a criminal offence, which is relevant to the service being performed under this Agreement, or where such conviction prevents the Services from being carried out by the Contractor;
 - iii. Where the Company and/or the Client finds that the Contractor is guilty of serious misconduct, is negligent or is unable to properly perform the Services required of the Contractor under this Agreement;
 - iv. The Company's Client is unwilling or unable to pay the debts to the company for its services provided on the assignment; and
 - v. Where the contractor commits a material breach of this Agreement;
- b. Upon termination of this Agreement, in accordance with its terms, the Contractor will not be entitled to claim any compensation or damages from the Company in respect of the termination.
- c. Should the Contractor/Company wish to terminate this Agreement, minimum of 30 days' notice has to be given. Otherwise, the party terminating the Agreement shall compensate the other for the duration not complied with.

16. GOVERNING LAW

This Agreement will be governed by, construed and take effect in accordance with the laws in force in Singapore, and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Singapore.

17. SEVERABILITY

- a. If a provision of this Agreement is found to be invalid, unenforceable, illegal, or contrary to public policy, the invalidity, unenforceability or illegality will nullify the effect of that provision only; and
- b. Such a provision will then be deemed to be deleted or modified to the extent necessary to enable the remainder of the provision to remain valid or enforceable, and it will

not otherwise in any way nullify the effect of any other provision of this Agreement.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties in respect of the matters dealt with in this Agreement, and supersedes all prior agreements, understandings and negotiations in respect of the matters dealt with in this Agreement.

19. VARIATION OF AGREEMENT

This Agreement will not be changed or modified in any manner subsequent to its execution except in writing signed by the Contractor and the Company, or as otherwise provided in this Agreement.

20. NO WAIVER

Failure or omission by the Company at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the Company's rights to avail itself of the remedies which it may have in respect of any breach of any such provision.

DECLARATION

I agree to the terms and conditions outlined in this contract and intend to be legally bound by them.



02/03/201

Date:

ANNEXURE A

CONFIDENTIALITY

I. The term "Confidential Information" means:

- A. all confidential information and trade secrets of the Client or the Company; and
- B. any techniques, methods, programs, source codes, object codes, software, materials, documents or manuals of the Client or the Company used or developed in its business; and
- C. any information relating to the business affairs, accounts, marketing plans, prospects, research, management or finances of the Client or the Company and any databases, data surveys, customer lists, specifications, drawings, records, reports, software, any source information obtained or paid for by the Client or the Company or other documents, material or other information whether in writing or otherwise concerning the Client or the Company;

including any copies, which are not generally available to the public and to which the Contractor gains access or of which the Contractor becomes aware whether before, during or after the provision of the Services.

II. The Contractor agrees:

- A. to keep confidential all Confidential Information;
- B. not to disclose any Confidential Information relating to the Client to any person, except:
 - 1. as required by law (including as required by the PAYG Contractor Terms and Conditions);
 - 2. with the prior written consent of the Client;
 - 3. to the Client's agents, employees or advisers in the proper performance of the Contractor's responsibilities and duties to the Client whether under this Agreement or otherwise;
- C. not to disclose any Confidential Information relating to the Company to any person, except:
 - 1. as required by law;
 - 2. with the prior written consent of the Company;
 - 3. to the Company's agents, employees or advisers in the proper performance of the Contractor's responsibilities and duties to the Company whether under this Agreement or otherwise;
- D. to use the Contractor's best endeavours at all times to prevent the use or disclosure of any Confidential Information to or by any Third Parties; and
- E. to maintain proper and secure custody of all Confidential Information.

III. The Contractor agrees not to use any Confidential Information other than in connection with the provision of the Services.

IV. If the Confidential Information lawfully comes into the public domain then to the extent that the Confidential Information is public, and subject to the terms and conditions contained in this Agreement, the Contractor's obligation to keep such information confidential ceases.

V. In the event of uncertainty as to whether:

- A. any information relating to the Client is Confidential Information; or
- B. any Confidential Information relating to the Client is lawfully within the public domain,

such information is deemed to be Confidential Information and such Confidential Information is deemed to be not within the public domain, unless the Contractor is advised by the Client in writing to the contrary.

VI. In the event of uncertainty as to whether:

- A. any information relating to the Company is Confidential Information; or
- B. any Confidential Information relating to the Company is lawfully within the public domain,

such information is deemed to be Confidential Information and such Confidential Information is deemed to be not within the public domain, unless the Contractor is advised by the Company in writing to the contrary.

VII. The Contractor will immediately deliver all Confidential Information relating to the Client which is in physical form, including all copies of computer files (whether on magnetic media or otherwise) and dictaphone tapes to the Client:

- A. upon the expiration of the Assignment with the Client; or
- B. at any time on the request of the Company.

VIII. The Contractor will immediately deliver all Confidential Information relating to the Company which is in physical form, including all copies of computer files (whether on magnetic media or otherwise) and dictaphone tapes to the Company:

- A. upon the expiration of the Assignment with the Client; or
- B. at any time on the request of the Company.

IX. The Contractor's obligations in relation to the Confidential Information will survive after the cessation of the Services and after any term of this Agreement and the Contractor's obligations in relation to the Confidential Information will be enforceable at any time at law or in equity by the Company.

X. The Contractor will enter into agreements with its officers, employees, agents or Delegates, who are providing the Services, in like terms to these provisions, to the satisfaction of the Company.

Signed by "Contractor"


02/03/2016