

**SIMOCO EMEA LIMITED / SIMOCO WIRELESS
SOLUTIONS PTY LTD
("Simoco")**

**TERMS AND CONDITIONS FOR PROFESSIONAL
SERVICES**

Unless the context otherwise indicates, for purposes of the Contract, the following terms shall have the meanings indicated:

"Contract" means the Registration Form together with these terms and conditions and the PSA(s).

"Confidential Information" means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of Simoco or any Simoco group company for the time being confidential to Simoco or any of its group company and trade secrets including, without limitation, technical data and know-how relating to the business of Simoco or any of its group company or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts, including (but not limited to) information that the Consultant create, develop, receive or obtain in connection with the provision of the Services under the Contract, whether or not such information (if in anything other than oral form) is marked confidential.

"Consultant" means the company or individual identified on the Registration Form.

"Professional Services Agreement" or "PSA" means a letter or other written document that sets out details of the services to be provided by Consultant to Simoco and that is executed by Simoco and Consultant.

"Registration Form" means the registration form completed by Consultant via Simoco's website in order to register as an Simoco 'associate' and which includes Consultant's confirmation of its agreement and acceptance of these terms and conditions.

"Services" means the services to be provided by the Consultant as agreed between Simoco and Consultant from time to time and as set out in a written PSA.

1 Services Provided

- 1.1 Consultant shall provide or shall procure that its employee identified in the PSA shall provide the Services to Simoco.
- 1.2 In providing the Services, the Consultant shall and shall procure that any such employee of the Consultant providing the Services shall at all times:

- 1.2.1 provide the Services in accordance with all applicable laws and consents necessary for the provision of the Services (whether statutory, regulatory, contractual or otherwise);

- 1.2.2 provide the Services with all due care, skill and ability and use its or his best endeavours to promote the interests of Simoco; and

- 1.2.3 promptly give to Simoco all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services.

- 1.3 Consultant shall not be entitled to substitute any employee assigned to provide the Services without Simoco's prior written approval.

2 Term of Contract

The Contract will remain in full force and effect unless and until terminated by either Party in writing by thirty (30) days' written notice to the other Party.

3 Payment

The Consultant shall be entitled to raise an invoice at the rate or fixed sum agreed between the Parties for the Services rendered by the Consultant upon completion of the Services or as otherwise set out in the PSA. Undisputed invoices shall be paid by Simoco within 30 days of receipt.

4 Non-Competition

Other than with the express written consent of Simoco, which will not be unreasonably withheld, the Consultant shall not, and shall procure that any individual employee of Consultant engaged in the provision of the Services shall not, during the continuance of the Contract or within three (3) months after the termination of the Contract, be directly or indirectly involved with a business which is competing for business with a customer or potential customer in direct competition with the particular business line of Simoco, or divert or attempt to divert from Simoco any business that Simoco has enjoyed from other individuals or corporations, prior to termination of the Contract.

5 Non-Solicitation

- 5.1 Any attempt on the part of the Consultant to induce to leave Simoco's employ, or any effort by the Consultant to interfere with Simoco's relationship with its employees or other Consultants would be harmful and damaging to Simoco.

5.2 The Consultant agrees that, during the term of the Contract, and for a period of one (1) year after the termination of the Contract, the Consultant will not in any way directly or indirectly:

- 5.2.1 induce or attempt to induce any employee or other Consultant of Simoco to quit employment or retainer with Simoco;
- 5.2.2 otherwise interfere with or disrupt Simoco's relationship with its employees or other Consultants;
- 5.2.3 discuss employment opportunities or provide information about competitive employment to any of Simoco's employees or other Consultants; or
- 5.2.4 solicit, entice, or hire away any employee or other Consultant of Simoco.

6 Ownership of Materials and Intellectual Property

6.1 All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under the Contract, will be the sole property of Simoco. The use of the Intellectual Property by Simoco will not be restricted in any manner.

6.2 The Consultant may not use the Intellectual Property for any purpose other than that contracted for in the Contract except with the written consent of Simoco. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

7 Confidential Information

7.1 The Consultant acknowledges that during the term of the Contract (and its employees) will have access to Confidential Information. The Consultant shall not, and shall procure that its employees shall not (except in the proper course of its or his duties), either during the term of the Contract or at any time thereafter, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to: any use or disclosure authorised by Simoco or required by law; or any information which is already in, or comes into, the public domain otherwise than through the Consultant.

7.2 At any stage during the term of the Contract, the Consultant will promptly on request return to Simoco all and any of Simoco's or any Simoco customer's property in its possession, including without limitation any identification passes and documentation. In addition, the

Consultant shall (and shall procure that its employees shall) immediately report the loss of or damage to any such property to Simoco and / or Simoco's customer (as appropriate) and will indemnify and hold harmless Simoco from and against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever resulting from the loss of or damage to such property.

8 Return of Property

Upon the expiry or termination of the Contract, the Consultant will return to Simoco any property, documentation, records, or Confidential Information which is the property of Simoco or any Simoco customer, including without limitation any identification passes and documentation. The Consultant will indemnify and hold harmless Simoco from and against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever resulting from the failure to return any such property.

9 Data Protection

9.1 The Consultant shall and shall procure that employee of the Consultant consents to Simoco holding and processing data relating to him for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to such employee including, as appropriate:

- 9.1.1 information about the employee's physical or mental health or condition in order to monitor sickness absence;
- 9.1.2 the employee's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation;
- 9.1.3 information relating to any criminal proceedings in which the Individual has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

9.2 The Consultant consents (and shall procure that its employee(s) consents) to Simoco making such information available to any Simoco group company, those who provide products or services to Simoco such as advisers, regulatory authorities, governmental or quasi- governmental organisations and potential purchasers of Simoco or its group or any part of its business.

9.3 The Consultant consents (and shall procure that its employee(s) consents) to the transfer of such information to Simoco's and any group company's business contacts outside the European Economic Area in order to further their business interests.

10 Compliance with Laws

10.1 The Consultant shall, and shall procure that its employees shall:

10.1.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);

10.1.2 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

11 Capacity/Independent Contractor

11.1 In providing the Services under the Contract it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and Simoco acknowledge that the Contract does not create a partnership or joint venture between them, and is exclusively a contract for service.

11.2 The Consultant and its employees engaged in providing the Services shall jointly and severally be fully responsible for and shall indemnify Simoco or any group company of Simoco for and in respect of any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by any Consultant employee in respect of the Services, where such recovery is not prohibited by law. The Consultant and its employees engaged in providing the Services shall jointly and severally further indemnify Simoco or any group company of Simoco against:

11.1.1 all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Simoco in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;

11.1.2 any liability arising from any employment-related claim or any

claim based on worker status (including reasonable costs and expenses) brought by any employee of the Consultant against Simoco or Simoco's customer(s) arising out of or in connection with the provision of the Services.

Simoco may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Consultant.

12 Notices

All notices, requests, demands or other communications required or permitted by the terms of the Contract will be given in writing and delivered to the Consultant at the address set out on the Registration Form and to Simoco at Simoco Technology Limited, Field House, Uttoxeter Old Road, Derby, DE1 1NH and marked for the attention of Commercial Director.

13 Indemnification

The Consultant will indemnify and hold harmless Simoco from and against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever to the extent that any of the foregoing is proximately caused either by the negligent or wilful acts or omissions of the Consultant or its agents or representatives and that are incurred or paid after the date of the Contract and which result from or arise out of the Consultant's participation in the Contract. This indemnification will survive the termination of the Contract.

14 Insurance

The Consultant will be required to maintain professional indemnity insurance and employer's liability insurance cover each for a minimum of £1 million per event and liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Consultant based on the risk associated with characteristics of the Contract and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of the Contract.

15 Dispute Resolution

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

15.2 If the dispute is not resolved within a reasonable period, then any or all outstanding issues between the Parties relating to the Contract will first be

submitted to neutral, non-binding mediation in accordance with any statutory rules of mediation. The Parties agree to participate in mediation in good faith and will attempt to resolve any disputes promptly and within a reasonable time period. If the mediation does not successfully resolve the dispute, then the Parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

15.3 The Parties together will select a mediator that is acceptable to all Parties. If the Parties are unable to select a neutral mediator, then each Party will select a mediator and those mediators together will then select a third neutral mediator who will attempt to work with the Parties to resolve the dispute.

15.4 The Parties further agree to share the costs of mediation equally and each Party will pay its own expenses of preparation and representation by counsel in the mediation.

16 Costs and Legal Expenses

In the event that legal action is brought to enforce or interpret any term of the Contract, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

17 Modification of Contract

Any amendment or modification of the Contract or additional obligation assumed by either Party in connection with the Contract will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

18 Time of the Essence

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

19 Assignment

The Consultant will not voluntarily or by operation of law assign or otherwise transfer its obligations under the Contract without the prior written consent of Simoco.

20 Entire Contract

The Contract and any documents referred to in it constitute the entire agreement and understanding between the Parties in respect of the matters dealt with in them to the exclusion of

any previous agreement between the Parties in relation to such matters. It is agreed that there is no representation, warranty, collateral agreement or condition affecting the Contract except as expressly provided in the Contract.

21 Precedence

21.1 If there is any conflict or ambiguity between the these terms and conditions, the PSA and the Registration Form the documents shall prevail in the following order of precedence (highest level of precedence first):

21.1.1 PSA;

21.1.2 these terms and conditions;

21.1.3 the Registration Form.

22 Titles/Headings

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

23 Gender

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

24 Governing Law

24.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

24.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

25 Severability

In the event that any of the provisions of the Contract 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 the Contract.

26 Waiver

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