

Dear **Carsten Hoymann Olsen**,

I am writing to confirm the Company's wish to engage your Services on the terms of this agreement.

1. Services to be provided

1.1. Schedule 3 provides details of:

- a) the Team Leader, Project Director/Manager to whom you will be responsible;
- b) your planned Start Date, Estimated Engagement Duration and Time Input;
- c) any relevant extracts from the Company's Contract with its Client; and
- d) Fee Rates and other matters applicable to your Engagement.

1.2. Whilst the approximate timing and Scope of Work is included in Schedule 3, a comprehensive scope will be detailed by the Company on or before your Start Date, and agreed with you. This will also include requirements associated with deadlines, formats and media for submission of reports. Please note that **no report produced by you must be issued to the Client or any of its representatives without prior review and countersignature by the Project Director**, unless expressly authorised in writing by the Company.

1.3. Your Scope of Work shall be completed within the timescale to be agreed. Once such timescale is agreed, any additional time required to complete your Scope of Work will not be paid by the Company, unless discussed and agreed in advance with the Project Director.

1.4. During the period of the Engagement whilst providing the Services, you will represent yourself as an associate of the Company and will use your best endeavours to promote its interests. In the event of any Business Opportunities further to the Project arising during or after the Engagement, you agree to refer all such Business Opportunities exclusively to the Company.

1.5. The Services to be performed by you shall be exclusive to and for the benefit of the Company and its Client. You shall not enter into any other arrangement with the Client or any third party in relation to the Scope of Work or any other work directly arising from the Project which represents a competitive element to the objectives of your Engagement.

1.6. Unless specifically authorised in writing by the Company:

1.6.1. you will have no authority to enter into any binding commitment on behalf of the Company or its Client; and

1.6.2. you will not hold yourself out as having authority to bind the Company or its Client.

1.7. You undertake to carry out all reasonable instructions given to you by the Company and not to comply with any instruction or direction received from the Client or any other person without the prior authority of the Company. You should immediately inform us of any such direct instruction or direction.

2. Performance of the Services

2.1. You undertake to perform the Services with due skill, care and diligence, in a professional manner appropriate to consulting work of this nature and in accordance with the terms of this agreement, the Contract and any applicable national laws and customs.

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2.2. You will be responsible for the quality and accuracy of your Scope of Work. Any errors or omissions identified, which can be reasonably demonstrated to form part of your Scope of Work, shall be rectified on an urgent basis by you at no cost to the Company.

2.3. You shall ensure that you are available at all times on reasonable notice to provide such assistance or information as the Company may reasonably require.

3. Payment for Services

3.1. Payment will be made against original invoices along with the Contracting Authority and Beneficiary approved outputs submitted by you to the Company within 30 days from receipt of invoice. All payments (per timesheet / month) will be made only upon the approval of the timesheets by the Beneficiary and the Contracting Authority.

3.2. Your invoices must be issued in your name (as set out in Schedule 3). Invoices issued in any other name shall only be paid at the company's discretion.

3.3. You will also be required to complete and submit a Timesheet for approval at the end of each calendar month in support of your invoices. Timesheets can be obtained from the Project office.

3.4. Your days and hours of work shall be fixed on the basis of local laws, regulations and customs and the requirements of the Contract. You will be held liable and accountable to the Company for the acceptable performance and conclusion of your Scope of Work (of which the Company in its reasonable discretion shall be the sole judge) under this Engagement to the full value of any monies due to you under this agreement.

3.5. During the period of your Engagement, you will be reimbursed for expenses reasonably incurred in connection with the performance of the Services, as detailed in Schedule 3. Authority to incur and reimbursement of such expenses will be subject to the prior approval of the Project Director and to production of supporting receipts for all reimbursement claims. Travelling expenses between your base and the Company's office will be deemed to be included within the Monthly Fee Rate payable to you unless specifically provided for otherwise in this agreement.

3.6. The Company shall be entitled to deduct from any fees (and other sums) due to you any monies that you may owe to the Company at any time.

3.7. If you are registered for VAT, your invoices must conform with current regulations including your registration number and the correct application rates of VAT for your Services and expenses chargeable to the Company.

3.8. Your relationship to the Company will be that of independent contractor. Nothing in this agreement shall render you an employee, worker, agent or partner of the Company and you shall not hold yourself out as such.

3.9. As a self-employed person, you are responsible for all arrangements regarding your Taxes, Social Security contributions and Income tax. Any liability for such payments will be yours and not the Company's

3.10. If and when requested by the Company you will provide satisfactory evidence of your self-employed tax status.

You shall fully indemnify the Company in respect of any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses)

brought against the Company arising out of or in connection with your provision of the Services.

4. Insurances

- 4.1. The Company will not be liable for any costs related to your personal insurance, such as emergency and medical expenses, loss or damage of personal property, etc.
- 4.2. You must satisfy yourself on the need to maintain your own insurance or healthcare cover or any other private arrangement to supplement the above or any eventualities not covered by the Company's insurances.

5. Health, Safety and Security

- 5.1 You will comply with all reasonable standards of health and safety and with the Company's health and safety procedures from time to time in force at the premises where the Services will be carried out and report to the Project Director any unsafe working conditions or practices.
- 5.2 In any case that the employer is held liable according to the English Labour Law and other legal legislations, you shall be exclusively responsible to take all the measures concerning occupational health, security and safety duly and promptly, to exercise these measures or to make them exercised, to train the personnel regarding this matter and to supervise implementation of the mentioned measures.

6. Confidentiality

- 6.1 You acknowledge the essentially confidential nature of the Company's business as consultants and that during the course of your Engagement you will have access to Confidential Information. Accordingly, you agree to accept the restrictions set out in this clause 6.
- 6.2 You shall not (except in the proper course of carrying out the Services) either during or after the Engagement, use or disclose to any person (and shall use your best endeavours to prevent the unauthorised publication or disclosure of) any Confidential Information.
- 6.3 The restrictions set out at 6.2 above shall not apply to any use or disclosure of Confidential Information:
 - 6.3.1. required by law;
 - 6.3.2. authorised by the Company; or
 - 6.3.3. of any information which is already in the public domain otherwise than through your unauthorised disclosure.
- 6.4. Should the terms of the Contract require, you will sign any express confidentiality undertakings which may reasonably be requested.

7. Intellectual Property

- 7.1. You hereby assign to the Company all existing and future Intellectual Property Rights in the Works and the Inventions and all material embodying such rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under

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this agreement, you shall hold legal title in such rights and inventions on trust for the Company.

- 7.2. Any technique, process, improvement, design or computer software wholly or partly invented or made by you during the course of and wholly or partly for the purposes of this Engagement shall be the property of the Company but the Company may grant you a licence under terms and conditions to be agreed to use any such development for other purposes.
- 7.3. You acknowledge that no further remuneration or compensation other than the Fee Rate is or may become due to you in respect of your obligations under this clause 7.

8. Duration of Agreement

- 8.1. Without limitation, the Company may by written notice immediately terminate this agreement without liability to make any further payment (other than in respect of amounts accrued prior to the Termination Date) if you:
 - 8.1.1 are in serious or repeated breach or non-observance of any of the terms of this agreement;
 - 8.1.2 cause any defects while performing the services and if these services are not in accordance with the terms of the contract, directives or that the performed services contain defects / hidden defects,
 - 8.1.3 fail or refuse to provide, to the reasonable satisfaction of the Company within the timescale agreed, the Services reasonably and properly required of you (in which case the Company may complete the Services at your cost);
 - 8.1.4 are incompetent, guilty of non-professional conduct or are negligent in the provision of the Services; or
 - 8.1.5 are guilty of any fraud, dishonesty or acts of any manner which in the reasonable opinion of the Company is materially adverse to the interests of the Company or the Project team
 - 8.1.6 proclaim dissolution or concordatum, etc.
- 8.2. The Company may terminate this agreement forthwith on written notice in the event that the Client:
 - 8.2.1 terminates or materially varies the Project; or
 - 8.2.2 for any reason whatsoever requests the withdrawal of your Services.
- 8.3. If at any time the Company decides to postpone or abandon the Project, it may thereupon by notice in writing to you:
 - 8.3.1 terminate this agreement; or
 - 8.3.2 suspend the agreement for up to 12 months.
- 8.4 If you are, or are likely to be, prevented or delayed by illness, injury or otherwise from providing the Services for a period of more than 30 days, the Company reserves the right to terminate this agreement forthwith by written notice

- 8.5 Where the duration of this agreement exceeds three calendar months, the Company may terminate this agreement by giving you 30 days' notice in writing at any time, is reciprocal for the contractor
- 8.6 You shall, in the event of notice of termination of your Engagement under this agreement:
- 8.6.1 bring your Services to a close in an orderly manner, taking all reasonable steps to minimise disruption to the Project and ensuring that adequate documentation exists for the Company to arrange the completion of your work by others; and
 - 8.6.2 deliver all documents, files, materials, records, correspondence and information (on whatever media and wherever located) relating to the business or affairs of the Company, any keys and any other property of the Company which is under your control.
- 8.7 On termination of this agreement, you will be paid all moneys accrued due to you up to the Termination Date save that, in the case of termination by the Company under clauses 8.1 or 8.2 or 8.3, the Company shall be entitled to recover from you all reasonably foreseeable losses, costs and expenses incurred by the Company arising directly as a result of your default under this agreement.
- 8.8 The rights of the Company under clause 8 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Associate Consultant as having brought the agreement to an end. Any delay by the Company in exercising its rights to terminate shall not constitute a waiver thereof.
- 8.9 The period and terms of your Engagement may be modified by mutual written consent.

9. Assignment

- 9.1 You shall not, without the consent of the Company assign the benefit or in any way transfer your obligations under this agreement.

10. Whole Agreement

- 10.1 This agreement supersedes and replaces any previous agreements relating to the Engagement which have existed between you and the Company.
- 10.2 In entering into this agreement neither party has relied on any Pre-Contractual Statement (save for the representations set out at 13.1 below).
- 10.3 The only remedy available to either party for breach of this agreement shall be for breach of contract under the terms of this agreement and it shall have no right of action against any other party in respect of any Pre-Contractual Statement. Nothing in this agreement shall, however, operate to limit or exclude any liability for fraud.

11 Data Protection

- 11.1 You consent to any Group Company making such information available to its professional advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of the Company or any part of its business.
- 11.2 You consent to the transfer of such information outside the European Economic Area (if reasonably required).

12 Audit

The Project Director is authorised to supervise the convenience of your promises concerning executing all kinds of performances within the contract in accordance with the contract provisions, legal legislations, directives of the Project Director and/or the continuously execution of the quality standards in accordance with the requirements of the contracts. For this purpose, the Project Director may carry out inspections at any time and any form and may demand the correction of the deficiencies/discordances that have appeared in reaction to the mentioned supervisions.

You are responsible to plan the activities for correcting the notified discordances and to notify these to the Project Director in writing and to remove them according to this plan in the periods indicated by the Project Director and if the period is not indicated, in two (2) days at the latest.

In the event you fail to execute the Project Director's demands in this direction, in time and completely, the Project Director may dissolve the contract without any time or warning or may narrow all or a part of the contract as desired and/or may narrow the contract by dividing it as desired and/or may have another person to execute the service and/or deduct your claims in the rate of the exemplary damages and/or may apply to a reasonable amount of assurances that you have given. This amount must be that determined by the contract.

13 General

13.1 By signing this agreement, you certify that:

13.1.1 the details of qualifications and/or experience provided by you to the Company are true and accurate and can be evidenced by you immediately at the request of the Company;

13.1.2 to the best of your knowledge you are in good health, have obtained all necessary vaccinations where appropriate, and have no medical condition which may adversely affect your ability to undertake the Services covered by this agreement. Please note that (where appropriate) your Engagement shall be subject to a satisfactory medical report or evidence that your health is not likely to impair your ability to perform the Services;

13.1.3 you will inform the Company immediately of any future change in your health or medical condition which may adversely affect your ability to undertake the Services covered by this agreement or any other agreement you may be offered by the Company; and


13.2 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than you and the Company shall have any rights under it.

13.3 The terms of this agreement or any of them may be varied, amended or modified or this agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this agreement may be rescinded (in each case), without the consent of any third party.

13.4 If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of the agreement shall not be affected.

- 13.5 If a provision of this agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 13.6 The schedules to this agreement form part of (and are incorporated into) this agreement.
- 13.7 This agreement shall be governed by and construed in accordance with the law of England and Wales
- 13.8 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement.

Yours sincerely,

 **NOVUS PM LTD**
34 - 35 D'ARBLAY STREET
SOHO LONDON W1F 8EY
WWW.NOVUSPM.CO.UK

Onur Kayalar
Director

Novus PM Ltd.

I accept the terms and conditions of the Engagement contained herein.

14.01.2016

Mob: +44 7827 756271



Carsten Hoymann Olsen
Team Leader

I accept the terms and conditions of the Engagement contained herein.

14.01.2016

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34 - 35 D'arblay Street, SOHO, London W1F 8EY, UK **novuspm.co.uk**



SCHEDULE 1

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise):

Associate Consultant: the person named as associate consultant in Schedule 3.

Business Opportunities: any opportunities of which the Associate Consultant becomes aware of during the Engagement which relate to the business of any Group Company or which the board of directors of the Company reasonably considers might be of benefit to any Group Company.

Company: Novus PM Ltd., a private company registered in England and Wales under company no. 9160840, having its registered office address at;

34 – 35 D'arblay Street,
SOHO,
London W1F 8EY, UK
United Kingdom

Confidential Information: information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of any Group Company for the time being confidential to any Group Company and trade secrets including, without limitation, technical data and know-how relating to the business of any Group Company or any of their business contacts.

Contract: the main contract between the Company and its Client/the contracting authority in relation to the Project as amended supplemented or modified from time to time.

Country: the country or countries where the Services are being carried out from time to time.

Engagement: the engagement of the Associate Consultant by the Company on the terms of this agreement.

Group Company: the Company, any company of which it is a Subsidiary (its holding company) and any Subsidiaries of the Company or of any such holding company.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill (including rights in project references) or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation made by the Associate Consultant in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Pre-Contractual Statement: any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the Engagement other than as expressly set out in this agreement or any documents referred to in it.

Scope of Work: shall mean the Services allocated to the Associate Consultant (as agreed with the Project Director) and the responsibilities of the Associate Consultant in relation thereto in connection with the performance of the agreement.

Services: the services to be provided by the Associate Consultant in a consultancy capacity for the Company under this Engagement.

Subsidiary: in relation to a company (a holding company) means a subsidiary (as defined in section 1159 of the Companies Act 2006) and any other company which is a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company.

Termination Date: the date of termination of this agreement howsoever arising.

Time Sheet: the full and accurate documentary time record detailing Services undertaken by the Associate Consultant under this Engagement.

VAT: value added tax chargeable under English law from time to time or any similar additional tax levied under any legislation or regulations applicable to the Services.

Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Associate Consultant in the provision of the Services.

- 1.2 The capitalised terms (in bold) in Schedule 3 shall be construed accordingly throughout the agreement.
- 1.3 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 A reference to one gender includes a reference to the other gender.

SCHEDULE 2
ADMINISTRATIVE ARRANGEMENTS AND SAFETY

1. Expenses

All expenses incurred must be directly related to the performance of the Services with the prior approval of the Project Director. Expenses will be reimbursed at cost and must be supported by receipts.

2. Flight/Train Tickets

It is imperative that you return to the Company any unused tickets, together with actually used airline tickets, boarding passes and supporting receipts etc., in respect of reimbursable expenses made for the project activities. Failure to do so may prejudice the Company's right of reimbursement from its Client and you may then be held responsible for any loss arising therefrom.

3. General

All invoices and Timesheets should be sent for the attention of the Company's Project Co-ordinator for this Project. All bank details submitted must have the full IBAN number in order for payments to be made. If you are intending to invoice the Company in any name other than your own (as set out in Schedule 3 of this agreement) you should advise the Company before signing this agreement.

Please note that in overseas bank transfers, banks are charging fees. The Company will be responsible for fees related to its bank and you will be responsible for your own bank charges.

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SCHEDULE 3

DETAILS OF PROJECT, SERVICES and PAYMENT ARRANGEMENTS

Associate Consultant	<p>Name: Carsten Hoymann Olsen</p> <p>Address: Turesensgade 35, 1th, Copenhagen K, Denmark</p> <p>IBAN No: DK2766100001700144</p> <p>SWIFT: JYBADKKK</p> <p>Bank Name and Address: FinansNetbanken (Klampenborgvej 205, 2800 Kgs. Lyngby, Denmark</p> <p>carsten_olsen@msn.com</p>
Position	Key Expert 1: Team Leader
Project	Technical Assistance for Facilitating Access of Disadvantaged Higher Education Students to Labour Market
Beneficiary	Directorate General of Higher Education Credit and Hostels Institution
Client	Ministry of Labour and Social Security – Human Resources Development Operating Structure / Turkey
Project Director/Manager	Elif Topkaya Sevinç
Start Date	14 th January 2016
Working Period	January 2016 – July 2017 320 days
Fee Rate	EUR (gross) all-inclusive per day
Base of Operations	The base of the operation will be Ankara. The contract activities will be implemented in Adana Ankara, Gaziantep, İstanbul, İzmir, Malatya and Samsun. These cities are included in the operation in line with the number of dormitories and the number of universities in the provinces.
Scope of Work	<ul style="list-style-type: none"> • To coordinate the overall management and implementation of the contract, • To be the main contact person for all communication with the relevant institutions/actors including the Beneficiary and the Contracting Authority, • To prepare and/or supervise and transmit the reports to the relevant authorities, • To be responsible for management of the TA team members and allocation of duties among experts for the efficiency and success of the contract, • To assign non-key experts, to draft their mission letters and to plan the budget for their tasks, • To prepare work plans and implementation schedules for the implementation of the contract, • To ensure timely submission of all project outputs as required, • To monitor overall implementation of the contract,

	<ul style="list-style-type: none"> Any other tasks assigned in the Technical Proposal and/or by the Project Director
Reporting	The Key Expert reports to the Project Director assigned by the Company and is required to acquire the approval of all technical and other outputs before their submission to the Client.