

24th July 2013

Osiris Consultants Limited
204/19 College Street
WELLINGTON

Attention: Brett Dale

Dear Brett,

We welcome you to this contract assignment with **Absolute IT Limited**. This letter and the accompanying "Contract for Services" Agreement form the basis of this assignment, and outline the information and documentation required for you to enable your nominated representative to commence the assignment at **NZ Police**.

Please read thoroughly, and sign both copies, and have your nominated representative sign where appropriate. Keep the original for your records and return the copy to **Absolute IT Limited** as soon as possible.

Terms and conditions for this assignment are as follows, and confirmed below:

1. **Client Company Name:** **NZ Police**
2. **Nominated Representative:** For this assignment, **Brett Dale** is your nominated representative to fulfil the obligations of this contract. You agree not to change your nominated representative during the term of the assignment, and you agree that your nominated representative will be available for the full term of the assignment.
3. **Position Title:** **Security Support Specialist**
4. **Reporting Structure:** In this role you will be reporting to **Paul Blowers**. The Absolute IT Limited Consultant shall be **Bronwyn Mayo**.
5. **Duration:** This assignment commences on **Monday 29th July 2013** and is estimated to finish on **Thursday 31st October 2013** or on termination of the Contract for Services.
6. **Payment for Service:** The rate per hour payable by Absolute IT Ltd for this assignment is **\$105.00 per hour plus GST**.
7. **Hours:** The hours of service shall be those stipulated each week by **NZ Police**.

8. Contractor Details

Please complete and return the form headed "Personal Details" and include with this a bank deposit slip (or copy of) to ensure payment is made correctly into your account. If you are not GST registered please read the information provided in your Contractor Pack for more information on your tax responsibilities as a Self-Employed or Sole Trade Contractor.

9. Notification of Hours

Timesheets should be completed via our online timesheet system, and submitted to the appropriate Client manager for authorisation, the authorised timesheet to be received by **Absolute IT Limited** no later than 12.00 noon on the business day immediately following the last day of the week worked to which the hours relate.

10. Payment for Services

At the end of each month, as per the enclosed "Payment Schedule", you are required to forward a Tax Invoice to **Absolute IT Limited**. This must be received for processing by 5.00pm on the second working day following month end. You will then be paid in the month following as per the Payment Schedule. If your invoice is not received by the second working day, your payment may be rolled to the next scheduled payment period as per the Payment Schedule.

We look forward to a successfully completed assignment with NZ Police.

Yours sincerely



Bronwyn Mayo
Absolute IT Limited

Date: 24 / 07 / 13

Accepted by:



Osiris Consultants Limited, signing on behalf of **Brett Dale**

Date: 22 / 7 / 2013

CONTRACT FOR SERVICES AGREEMENT

1. *Parties*

Absolute IT Limited – hereby known as “Absolute IT”

Osiris Consultants Limited – hereby known as “the Contractor”

Brett Dale – hereby known as “the nominated representative”

2. *Purpose*

This arrangement is between the Contractor, the Nominated Representative and **Absolute IT**. The Contractor agrees that **Absolute IT** can identify Clients to whom the Contractor will provide services. When doing so, the Contractor’s Nominated Representative will be required to report to the Client, and to follow its instructions.

The purpose of this contract is to set out the general terms and conditions that apply between the Parties at any time the Contractor provides services in this way.

3. *Independent Contractor*

The Contractor’s relationship with **Absolute IT** is that of an independent contractor. No relationship of employment, partnership, joint venture or other relationship other than that of principal and independent contractor will exist between **Absolute IT** and the Contractor. Accordingly:

- 3.1 Taxes:** The Contractor will be responsible for the payment of all taxes and other payments applicable under law including, but not limited to, GST, Withholding Tax, income taxes and Accident Compensation contributions, and indemnifies **Absolute IT** from these liabilities. The Contractor warrants that they have valid GST as required by law.
- 3.2 No Allowances:** The Contractor will not be entitled to any employment-related payments or benefits (including, but not limited to, annual leave, public holidays, sickness, bereavement, superannuation, redundancy and the working of overtime or penal hours).
- 3.3 Fines:** The Contractor is responsible for the payment of any fine or penalty for failure to comply with any statute or regulation, and indemnifies **Absolute IT** from any liability to pay any fine or penalty.
- 3.4 Indemnity Insurance:** As an Independent Contractor you are required to hold Professional Indemnity Insurance, which also covers your Nominated Representative. **Absolute IT** can offer cover of \$5 million dollars for Professional Indemnity and \$5 million for Public Liability at a cost of 60 cents plus GST per hour worked. Contractors who have their own policies in place will need to provide proof of this policy before starting any assignment.

4. **Work Specifications**

- 4.1 Standards:** The Contractor and the Nominated Representative agree to, at all times, render all services under this Contract in a professional manner and to comply with all of the terms and conditions of any assignment he or she may have with **Absolute IT** or a Client of **Absolute IT**.

5. **Payment**

In consideration for the Contractor and Nominated Representative providing the Services in accordance with this Contract **Absolute IT** shall pay the Contractor as follows:

- 5.1 Online Timesheets:** At the end of each week, the Nominated Representative shall complete and submit to the appropriate Client authorising manager an online timesheet detailing hours worked. The Client is responsible for authorising the accuracy of the timesheet. The purpose of this authorisation is to allow **Absolute IT** to satisfy itself that the Contractor has indeed worked the number of hours claimed, and that the Client is satisfied as to the quality of work performed. The duly authorised timesheet must then be received by **Absolute IT** no later than 12.00 noon each Monday following the week worked to which the hours relate.
- 5.2 Schedule:** At the end of the payroll month the Contractor shall invoice **Absolute IT**. The invoice shall reflect the authorised timesheets received by **Absolute IT** for the payroll month. This must be received by 5.00pm on the second working day following month end. Authorised timesheets and invoice must be received on time to guarantee payment as per the payment schedule. If the documents are received later then your payment may be delayed to the following pay period.

6. **Failure to Supply**

If the Contractor or Nominated Representative fail or is unable to supply the Services in this Agreement or in any Supplementary Agreement for any reason other than through the default of **Absolute IT** or its Clients no fee will be payable to the Contractor during such period of non-supply.

7. **Intellectual Property**

- 7.1 Disclosure:** The Contractor and Nominated Representative waives all rights to any inventions, designs, methods, processes, systems, improvements, patent and trade mark rights, copyright, ideas and information ("Intellectual Property") made or discovered by the Contractor pursuant to the assignment whether registrable or not and shall forthwith disclose in full all information relating to such to the Client for that assignment.
- 7.2 Ownership:** All statutory and common law rights and title to and in respect of such Intellectual Property shall be deemed to vest in the Client for that assignment, and the Contractor / Nominated Representative shall execute all documents and do all things reasonably required by the Client for that assignment formally to vest such rights and title to and in the Intellectual Property in the Client for that assignment (including without limitation joining in application for letters patent or other similar protection in New Zealand or any other country) at the sole cost of the Client for that assignment.

7.3 Variation: The Contractor acknowledges and agrees that the provisions of this Contract regarding ownership of Intellectual Property may be varied by express written agreement with **Absolute IT** and the Client for any assignment (provided that the written approval of the Contractor is first obtained).

7.4 Obligations: If at any time during this contract the Contractor / Nominated Representative is unsure of his/her responsibilities or obligations the Contractor / Nominated Representative should speak to the **Absolute IT** Consultant responsible for the assignment.

8. Confidentiality

The Contractor / Nominated Representative agrees to keep all confidential information in strict confidence, and they will not, during the term of or at any time whatsoever following this Contract, disclose to any person, any information he/she receives in relation to business of **Absolute IT**, the contents of this Contract for Services agreement and/or any information he/she receives in relation to Client's business or the business of any Customers of the Client.

9. Non-Solicitation

Absolute IT and the Contractor agree not to solicit or endeavour to entice away any employee of the other party, that they have met during the course of this contract and for a period of six months after the cessation of this contract.

10. Damage to Property

Absolute IT will not be liable to the Contractor/Nominated Representative for any loss or damage to their property during or in connection with the provision of the Contractor's/Nominated Representative's services unless caused by the negligence of **Absolute IT**.

11. Termination

11.1 Completion of Assignments: Once the Contractor has accepted an assignment to work with a Client of **Absolute IT**, it is expected the Nominated Representative of the Contractor will be the person that completes that assignment. It is also expected that the Nominated Representative will be available for the full duration of the assignment.

11.2 Disputes: Should the Client raise any issues concerning the number of hours worked by the Contractors Nominated Representative or the quality of work performed by the Contractors Nominated Representative, all parties will meet as soon as possible to discuss and resolve those issues.

11.3 Notice on Disputes: Should the Contractor raise issues that require direct action from the Client and these issues are not satisfactorily addressed within 14 days of advice, the Contractor may give **Absolute IT** two (2) weeks' notice of termination of the agreement.

11.4 Without Notice: This Contract may be terminated by **Absolute IT** without notice in the event:

- (i) the Client of **Absolute IT** for whom the Contractors Nominated Representative is providing Services, cancels its contract with **Absolute IT** for any reason. This may include unsatisfactory performance or conduct on the part of the Contractor or the Nominated Representative. For the purposes of this clause the Client shall be deemed

to have cancelled its contract with **Absolute IT** if it has requested the replacement of the Contractor; or

- (ii) the Contractor's Nominated Representative is convicted of an offence punishable by imprisonment; or
- (iii) the Contractor breaches any of the terms of this Contract, or any Supplementary Agreement.

11.5 Rights upon Termination: If an assignment is terminated by **Absolute IT** then all financial obligations to the Contractor held by **Absolute IT** under this Contract shall cease. No fee shall be payable to the Contractor beyond the date termination takes effect.

12. Liability

12.1 Limitation: **Absolute IT** accepts no responsibility for any action brought against the Contractor/Nominated Representative by the Client. Upon acceptance of an offer requiring the Contractor's services, the Contractor agrees to indemnify **Absolute IT** and keep **Absolute IT** indemnified against any claims, liabilities, damages, losses and expenses of whatsoever nature caused by or arising from, or in connection with, any of the Contractor's actions in the course of fulfilling obligations pursuant to any agreed assignment.

12.2 Health & Safety: The Contractor will ensure that its Nominated Representative will comply with the Health & Safety in Employment Act 1992 including agreeing to ensure he/she is aware of the client's Health & Safety policy and procedures, and ensuring that no action or inaction on his/her part while at work causes personal harm or harm to any other person. The Contractor shall report any unsafe working conditions to the Client and to **Absolute IT**.

13. Guarantee / Indemnity

13.1 The Contractor agrees to indemnify **Absolute IT** for any losses suffered by **Absolute IT** as a result of non-performance by the Nominated Representative.

13.2 The contractor guarantees:

- (i) The Nominated Representative has the skills required to perform the role

14. Further Assignments

14.1 Restraint: The Contractor/Nominated Representative agrees that for a period of 6 months from the completion of the last assignment for the Client, the Contractor/Nominated Representative will not directly or indirectly perform services or work or accept permanent employment for the Client to which the Contractor/Nominated Representative has been introduced by **Absolute IT**, or subsidiaries or associated companies of those Clients or any person or business directly or indirectly financially interested in the business of the Client. During this restraint period any such services are to be arranged through **Absolute IT**.

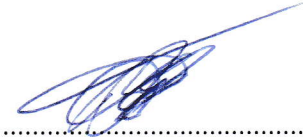
14.2 Third Party Restraint: The Contractor/Nominated Representative, whether in a personal capacity or as an employee, agent or partner of any other person, is prohibited from subcontracting their services provided under this contract to a third party who is a customer of the Client for a period of 6 months from the end of this assignment.

15. Severability

If any part of this agreement is or becomes illegal, invalid or unenforceable in a jurisdiction, that part shall be deemed to be read down to an extent such that is not illegal, invalid or unenforceable and, if that part cannot be read down, the legality, validity, or enforceability of the remainder of this agreement shall not be affected and this agreement will be read as if that part has been deleted.

16. Acceptance

Signed for and on behalf of
the **Contractor**:


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Name: BRETT DACE

Date: 22/7/2013

Signed for and on behalf of
Absolute IT Ltd


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Name: Brannyn Mayo

Date: 24/07/13

Signed for and on behalf of
the **Nominated Representative**:


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Name: BRETT DACE

Date: 22/7/2013