



and

Osiris Consultants Limited

Business Operating Agreement

(GST Registered Company)

Dated: 4 February 2009



Parties:	This is an agreement between TALENT2 (NZ) LIMITED ("Talent2") and OSIRIS CONSULTANTS LIMITED ("the Company") (jointly referred to as "parties").
Introduction:	<p>The parties have agreed that Talent2 will engage the services of the Company on the terms and conditions set out in this Agreement, for Assignments that Talent2 may request the Company to perform for its clients, from time to time.</p> <p>An Assignment will be confirmed by Talent2 entering into a Contract for the Provision of Independent Contracting Services ("Contract") with the Company. The Contract will specify the nature of the services to be provided during the Assignment, and detail fees payable for the completion of the Assignment.</p> <p>The terms of this Agreement and the terms of the relevant Contract for each Assignment will operate in conjunction. If the Contract differs from this Agreement, the Contract prevails to the extent of the inconsistency for that Assignment.</p> <p>Both parties acknowledge that the relationship is that of principal and contractor and not that of employer and employee.</p>
Offer of Assignments:	The Company acknowledges that Talent2 is under no obligation to offer the Company any, or any particular, Assignments. Conversely, Talent2 acknowledges that the Company is under no obligation to accept any offer of an Assignment.
Performance of Assignments:	<p>Once an assignment is accepted, the Company and the Nominated Representative(s) will perform the assignment until completion or termination of the assignment.</p> <p>Each Assignment performed by the Company constitutes a discrete engagement and is not continuous with previous Assignments performed by the Company for Clients of Talent2.</p> <p>The Company will perform Assignments through the specified Nominated Representative(s). The Company may only perform Assignments through a person other than the Nominated Representative(s) with the prior written consent of Talent2.</p> <p>The Company warrants that the Company and the Nominated Representative(s) are suitably skilled, trained, qualified and competent to perform assignments for Clients of Talent2, and hold any relevant necessary certifications and qualifications in respect of the performance of the Assignment.</p> <p>The Nominated Representative(s) are employees or contractors of the Company. The Company is solely responsible for payment of all wages, superannuation and other entitlements in respect of the Nominated Representative(s) (and any other employees, agents or contractors of the Company) and the deduction of all necessary taxes.</p>



The Company shall ensure that it has in place contractual arrangements such that any person employed or otherwise engaged by the Company to perform the services under an Assignment is required to act in accordance with the provisions of this Agreement.

Subject to this Agreement and provided that Talent2 has first priority to the Company's services, the parties acknowledge that the Company is solely responsible for controlling the manner in which the Company and the Nominated Representative(s) perform Assignments for Clients of Talent2.

If, by reason of incapacity, illness or other reason beyond the control of a Nominated Representative(s), the Nominated Representative(s) are unable to perform an Assignment, the Company or the Nominated Representative(s) must immediately notify the Client and Talent2. The Nominated Representative(s) will continue to perform the assignment in accordance with the Contract to the best of their ability until otherwise notified by Talent2.

**Obligations of
Company and
Nominated
Representative:**

The Company and the Nominated Representative(s) must:

- a) Ensure Assignments are performed with that degree of care, skill and diligence which would reasonably be expected from a skilled and experienced person engaged in New Zealand under the same or similar circumstances, in a professional and ethical manner;
- b) Perform Assignments in a way that enhances the reputation of Talent2 as a provider of quality services;
- c) Notify Talent2 as soon as practicable of any disputes or issues arising with the Client;
- d) Immediately, at its own cost and expense, correct or remedy any deficiencies in the performance of Assignments or any omission in performance of Assignments, as are identified by Talent2 or the Client and notified to the Company or the Nominated Representative;
- e) Comply with the reasonable requirements and directions of Talent2 and the Client in connection with the performance of Assignments, provided that these do not impinge on the Company's ability to determine how the work is performed;
- f) Comply with all applicable laws, and with all policies issued by Talent2 and any Client of Talent2 for whom the Company performs Assignments, including laws and policies relating to occupational health and safety, discrimination and harassment, security, confidential information, intellectual property, moral rights, privacy and use of Talent2's or Clients facilities, including computing and related systems.



- g) Take all reasonable steps to protect the safety of the Nominated Representative(s) and the safety of others while performing Assignments, and immediately notify Talent2 and the Client of any occupational health and safety risks to the Nominated Representative(s).
- h) Enter into any agreement with the Client to protect the Client's confidential information or enable the Client to protect its intellectual property, as the Client or Talent2 may require.

The Company and the Nominated Representative(s) must not:

- a) Use or disclose any confidential information of Talent2 or any Client of Talent2 for whom the Company performs an assignment (except in the proper performance of an Assignment for that Client) without prior written consent.
- b) Breach any intellectual property rights of Talent2 or a Client of Talent2.
- c) Behave in any way which would be unlawful, unethical or harmful to the goodwill or reputation of Talent2 or a Client of Talent2 for whom the Company performs Assignments;
- d) Make any false or misleading representations in respect of Talent2 or a Client of Talent2 or any products, systems or services marketed by Talent2 or a Client of Talent2.
- e) Pledge the credit of Talent2 or represent to anyone that it is, or they are, an agent, partner or employee of Talent2, or it has, or they have, any power or authority to incur any obligation of any nature on behalf of Talent2, except to the extent that the Company shall have the power or authority set out in the Contract.

**Nature of
Relationship:**

Nothing in this Agreement or the Contract shall be interpreted as constituting the Company, or any person employed or engaged by the Company, being an agent, partner or employee of Talent2.

The Company agrees that at no stage either during or subsequent to the termination of this Contract will it (or any of its employees or contractors, where applicable) claim to be an employee of Talent2.

**Delegation,
Non-Assignment
and Other Work:**

The Company may only delegate, sub-contract, sell, transfer or assign any Assignment with the prior written consent of Talent2.

The Company and the Nominated Representative(s) may perform work for others during an Assignment for a Client of Talent2, provided that such other work does not affect the performance of the Assignment in accordance with the relevant Contract, or create any actual, potential or perceived conflict of interest.

If any conflict of interest or potential or perceived conflict of interest relating to this agreement should arise, the Company will immediately disclose that conflict or potential or perceived conflict to Talent2 in writing, and discuss with Talent2 suitable ways of deal with the conflict or potential or perceived conflict.



**Dealings with
Clients of Talent2:**

The Company must immediately notify Talent2 if a Client wishes to extend the duration of an Assignment, or otherwise change the terms of an Assignment. Talent2 will negotiate the terms of any such extension or variation.

The Company must also immediately notify Talent2 if a Client, or a Related Entity of the Client, or a customer of the Client, offers the Company or the Nominated Representative(s) permanent, part-time or casual employment or a further or different Assignment:

- a) during an Assignment for the Client, or
- b) within 12 months of the last date the Company or the Nominated Representative performed an Assignment for the Client.

The Company and the Nominated Representative must not during any Assignment, or for a period of 6 months after the completion of any Assignment, induce or entice (or attempt to induce, solicit or entice):

- a) any employee of the Client,
- b) any contractor engaged by the Client;

to leave the Client to pursue an alternative employment opportunity.

Definitions:

"Related Entity" – includes, without limitation, any "related company" as defined in the Companies Act 1993 or any entity connected with the Client by a common interest in an economic enterprise, for example, a related body corporate or a joint venture partner.

"Customer of the Client" – means any customer of the Client who is aware of, or becomes familiar with, the Company or the Nominated Representative(s) as a result in whole, or in part, of services performed pursuant to this Agreement.

Fees:

Talent2 will pay the Company the Contract fee agreed for each Assignment (as specified in the relevant Contract) according to duly prepared invoices based on the number of hours/days worked by the Nominated Representative(s) on the Assignment, as evidenced by timesheets signed by the Client.

The Company or the Nominated Representative(s) must not discuss the Contract Fee or rate of payment for an Assignment with a Client of Talent2, or with any other employees of contractors working for or with the Client.

Payment:

Talent2 will make payments to the Company at the times specified in the relevant Contract.

The Company agrees that payment of the Contract Fees constitutes full payment for the services provided in the relevant Assignment, and is in full and final satisfaction of all entitlements of the Company in respect of the Assignment. Talent2 is not liable to make any other payment or provide any other entitlements to the Company.



If any overpayment is made to the Company, the Company agrees that Talent2 can offset the amount of any such overpayment against any subsequent payments to be made to the Company.

Timesheets and Invoices:

The Company must complete an on-line timesheet each week, and arrange for the timesheet to be authorised by the Client, by 10am each Monday.

Duly authorised timesheets will then be used by Talent2 to generate invoices on your behalf.

Talent2 will make payment of invoices at the times specified in the relevant Contract.

Payment is subject to confirmation by the client that you have performed your responsibilities under the Contract satisfactorily.

The Company shall, on request, provide a more detailed description of the services provided in each month.

Any delays in completing, or obtaining authorisation of, timesheets and any delays in providing invoices to Talent2 may result in delays in the payment of invoices.

Expenses:

If during the course of an Assignment, the Company is required to incur expenses, including travel expenses, such expenses must be incurred only with the prior approval of the Client and reimbursed through the Client's system for managing such expenses.

The Company is responsible for all travel costs in providing the services under this Agreement, except where the Company can claim travel expenses from the Client, in accordance with this clause.

In the event that the Client raises any questions or concerns relating to expenses incurred or proposed by the Company, please notify Talent2 immediately and we will assist you to resolve these. Please be aware however that in no circumstances will Talent2 become liable for those expenses, except with our prior written agreement.

Taxation and other Obligations:

The Company will be solely responsible for the payment of all levies, assessments, taxes or other payments levied upon it as required under the provisions of the relevant tax and other legislation.

If Inland Revenue assesses Talent2 as being liable to make any form of withholding payment (a "Withholding Payment"), Talent2 may deduct the amount of any Withholding Payment from any fees payable to the Company. The Company will indemnify Talent2 for any Withholding Payment, including any penalties or additional tax levied by Inland Revenue, and any premiums payable in respect of the Company's obligations under the Injury Prevention, Rehabilitation, and Compensation Act 2001 or any substituted legislation.



Insurances:

The Company will, at its own expense, take out and maintain for the duration of any Assignment public liability and professional indemnity insurance sufficient to meet all its obligations and liabilities, whether actual or potential, which might arise pursuant to or in consequence of this Agreement or the Contract. Minimum requirement is \$2,000,000.00.

The Company will, on request, provide satisfactory evidence to Talent2 of the existence and currency of each of the insurance policies referred to. If the Company fails to provide such evidence, Talent2 may withhold payment otherwise owed to the Company until the evidence is provided.

Indemnity and Liability:

The Company and the Nominated Representative(s) guarantee the provision of services under this Agreement and the performance of Assignments. They agree they are jointly and severally liable for any actions, claims, proceedings, costs or expenses which may be made against Talent2 as a result of the actions of the Company or the Nominated Representative(s), including as a result of failure to properly perform their obligations under this Agreement.

The Company and the Nominated Representative(s) acknowledge that Talent2 is not liable for any loss, costs, expenses or claims incurred by the Company or the Nominated Representative(s), or claims by or against the Company or the Nominated Representative(s), arising from the performance of any Assignment or the termination of an Assignment for any reason.

The Company and the Nominated Representative(s) indemnify Talent2 and keep Talent2 indemnified (on a full indemnity basis) against any actions, claims, proceedings, costs or expenses which may be made against or taken against Talent2, as a result of the performance of any Assignment by the Company and the Nominated Representative(s), including (but not limited to):

- a) any breach or non-observance of any provision of this Agreement or the Contract;
- b) any negligence, breach of duty, misconduct or breach of law;
- c) damage to any property or injury or death of any person;
- d) any breach or infringement of the confidential information or intellectual property rights or moral rights of any Client of Talent2 or any third party; or
- e) any claim in respect of the performance of an Assignment and the termination of an Assignment for any reason.

The Company also indemnifies Talent2 and keeps Talent2 indemnified (on a full indemnity basis) against any actions, claims, proceedings, costs or expenses which may be made or taken against Talent2 by the Nominated Representative(s).



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The Company indemnifies Talent2 against any taxes, levies, penalties, damages or compensation which Talent2 may be liable to deduct, withhold or pay by reason of the Company or any of its employees or contractors being held to be an employee of Talent2.

Termination of Assignments:

The specified duration of an Assignment in a Contract is the anticipated maximum period of the Assignment. There is no guarantee that the Assignment will continue for the anticipated duration, and no expectation that the Assignment will be extended beyond the anticipated duration.

Talent2 may terminate an assignment with immediate effect and without payment where the Company or Nominated Representative(s):

- a) Fails to perform the Assignment to the required standard;
- b) Is guilty of any serious or persistent breach or non-observance of any term of this Agreement or the Contract, where such breach or non-observance is not remedied to Talent2's satisfaction;
- c) Neglects or refuses to carry out the requirements of the Assignment;
- d) Engage in any act of serious misconduct;
- e) Becomes bankrupt, insolvent or goes into liquidation or enters into any arrangement with its creditors or any action is taken for the appointment of an official manager or receiver over the assets of the Company, or otherwise ceases business for any reason.

Either party may terminate this agreement by giving 20 working days written notice:

Return of Property:

At the completion of each Assignment, or otherwise on termination of an Assignment or at Talent2's request, the Company and the Nominated Representative(s) must return all documents and items (including all copies) in the possession or control of the Company or the Nominated Representative belonging to Talent2 or a Client of Talent2, or relating to any confidential information or intellectual property of Talent2 or a Client of Talent2, before final payment under the Contract will be made.

Dispute Resolution:

Talent2 and the Company will use their best endeavours to resolve any disputes arising between them about the interpretation, application, operation or performance of this agreement.

If the parties cannot reach resolution within 14 days after the dispute came to the attention of both parties, they will refer the dispute to an agreed mediator.

If the dispute cannot be resolved by mediation, or Talent2 and the Company cannot agree on a mediator, it will be referred to an agreed arbitrator. If the parties cannot agree on an arbitrator the dispute will be referred to an arbitrator chosen by the President of the New Zealand Law Society. The parties acknowledge that this clause constitutes a submission for the purposes of the Arbitration Act 1996.

Any arbitration of disputes under this clause shall be in accordance with the applicable provisions of the Arbitration Act 1996.



Governing Law and Jurisdiction: This Agreement is governed by New Zealand law. The parties irrevocably submit to the jurisdiction of the New Zealand courts.

Enforceability of Agreement: In the event of any invalidity of any part or provision of this agreement such invalidity shall not affect the enforceability of any other part or provision of this agreement.

Entire Agreement: This Agreement and the Contract represent a full record of the agreement entered into by Talent2 and the Company, related to the provision of services under the Assignment set out in the Contract and supersedes any previous agreements or understandings, written or oral, existing between the parties. Any changes or additions to this Agreement or the Contract shall not be binding unless mutually agreed and recorded in writing.


If there is any inconsistency between this Agreement and a Contract, the Contract will prevail for the duration of the Assignment, to the extent of the inconsistency.

Please confirm that the Company has read and understood this Business Operating Agreement and accepts the terms and conditions contained in it.

Name of Company Osiris Consultants Limited

Address: 75 Brooklyn Road
Carterton

Signed: 
(On behalf of the Company)

Signed: 
(On behalf of Talent2 NZ Limited)

Dated: 5/2/09

Dated: 5/2/09

Nominated Representative's Acknowledgment:

I have read and understood the Agreement dated 23 January 2009, setting out the Terms and Conditions under which Osiris Consultants Limited (the Company) agrees to provide services to clients of Talent2 and I accept the terms and conditions contained in it.

Signed:

Name:
(Nominated Representative)

Dated:



4 February 2009

Attention: Brett Dale
Osiris Consultants Limited
75 Brooklyn Road
Caterton

Dear Brett

Contractor Information Pack – Company (GST Registered)

We congratulate you on securing this contracting assignment with Alcatel-Lucent New Zealand Ltd and welcome you to the Talent2 contracting team.

We're delighted to have you join our team of highly professional and talented Contractors. This information pack outlines everything you need to know for us to work together effectively and achieve the best results for the client and for you.

Enclosed is your:

- Contract for Provision for Independent Contracting Services – Company (GST Registered)
- User ID and Password (so you can use our On-Line Time facility)
- Timesheet example (from On-Line Time)
- List of payment dates
- Copy of the Talent 2 Occupational Health and Safety Policy.

We confirm that there is also a Business Operating Agreement in place between you and Talent2 (NZ) Ltd.

If you have any questions at all, please feel free to contact me on (04) 978 1023. We look forward to working with you.

Kind regards

A handwritten signature in blue ink, appearing to read 'Erina Jamieson'.

Erina Jamieson
Talent2 (NZ) Limited



Contract for the Provision of Independent Contracting Services

Client:	Alcatel-Lucent New Zealand Ltd
Assignment Reference #:	28751
Location:	Wellington
Reporting to:	Rachel Bryenton
Assignment:	Network Capability Engineer
Duration:	The Assignment starts on 2 March 2009 and will run for 21 weeks ending on 31 July 2009 or until completion or termination of the Assignment.
Timesheets:	To ensure our payroll and invoicing processes run smoothly, please complete an on-line timesheet each week, and arrange for it to be authorised by the Client, by 10am each Monday.
Invoicing:	Duly authorised timesheets will be used by Talent2 to generate monthly invoices on your behalf.
Payment:	<p>As agreed, your payment rate for this Assignment is \$ 600.00 per day exclusive of GST.</p> <p>To preserve confidentiality, we ask that you don't discuss your rate of pay with employees of, or other contractors to, the client organisation.</p> <p>Payment is subject to confirmation by the client that the responsibilities under this contract have been performed satisfactorily, and on the generation of an appropriate invoice. Any delay or failure to complete timesheets and/or obtain authorisation from the client may result in delays in the generation and payment of invoices.</p> <p>We will pay invoices directly into the nominated bank. A copy of the payment dates for the current year is attached and the confirmed payments will be transmitted to your nominated bank account on the day before the payment date.</p>
Talent2 Contact:	<p>If you have any questions or concerns in relation to this Assignment please do not hesitate to contact:</p> <p>Erina Jamieson</p> <p>(04) 978 1023</p>
Expenses:	If you need to incur expenses in undertaking the Assignment please obtain written prior approval from the client, and claim expense reimbursement through the client's system.



**Contract
Extensions/ Further
Assignments:**

You must notify us at Talent2 if the Client wishes to extend the Assignment, or otherwise change the terms of the Assignment, and we'll negotiate the terms of the extension or variation.

We also need you to notify us if a Client, or a Related Entity of the Client, or a customer of the Client, offers you permanent, part-time, contract or casual employment or a further or different Assignment:

- a) during the Assignment for the Client, or
- b) within 12 months of the last date you performed work for the Client.

Termination:

The specified duration of the Assignment set out above is the anticipated maximum period of the Assignment. There is no guarantee that the Assignment will continue for the anticipated duration, and no expectation that the Assignment will be extended beyond the anticipated duration.

Talent2 may terminate an assignment with immediate effect and without payment where you:

- a) Fail to perform the Assignment to the required standard;
- b) Are guilty of any serious or persistent breach or non-observance of any term of this Agreement or the Contract, where such breach or non-observance is not remedied to Talent2's satisfaction;
- c) Neglect or refuse to carry out the requirements of the Assignment;
- d) Engage in any act of serious misconduct;
- e) Become bankrupt.

Either party may terminate this agreement by giving 20 working days written notice.

It is expected that you will complete this Assignment. If for any reason you are unable to complete this Assignment please advise your Talent2 contact as soon as you can, and before discussing this with the client. Your Talent2 consultant will then make appropriate arrangements for the termination of your involvement and the completion of the Assignment with the client.



By beginning the Assignment, you accept the terms and conditions contained in this Contract.

You understand and agree that the terms and conditions contained in the Talent2 Business Operating Agreement, dated 23 January 2009 signed by you apply in respect of this Assignment.

If there is any inconsistency between this Contract and the Talent2 Business Operating Agreement, this Contract will prevail for the duration of this Assignment, to the extent of the inconsistency.

Signed:

A handwritten signature in blue ink, appearing to be "D. J. ...", written over a horizontal line.

(Nominated Representative Signature)

Signed:

A handwritten signature in blue ink, appearing to be "M. ...", written over a horizontal line.

(Talent2 Consultant Signature)

(Nominated Representative – please print)

(Nick Calavrias)

(Date)

The date "5/2/09" handwritten in blue ink over a horizontal line.

(Date)

The date "05/02/09" handwritten in blue ink over a horizontal line.



Timesheets

Important Information Regarding Payments to You

On Line Time www.talent2.com.au/adapt

On Line Time enables you to submit and have timesheets approved on line.

Why use On Line Time?

- > No need to chase pieces of paper or worry about fax machines.
- > Improved accuracy of timesheets.
- > Easier to get approval from Managers in different locations.
- > Central historic record of your timesheets for all assignments through Talent2.

This site contains a user guide for On Line Time.

You will need the following details to access On Line Time:

Username: **2296418**

On Line Time Password: No change to existing password

To preserve confidentiality, please ensure that you change your password on your first visit to On Line Time.

If you have any queries, please call us and we can talk you through how this works. There is a hard copy of a timesheet included in this contractor pack as a back-up only.

Please note: The On-Line Time facility will not be setup/accessible until 48 hours after all completed paperwork has been received.



Occupational Health & Safety Policy for Independent Contractors

Overview

Talent2 is committed to providing a safe and hazard-free work environment. As an independent contractor, please make every effort to familiarise yourself with the client's OH&S policies and procedures as well as the Talent2 policy outlined below.

Policy

We are committed to ensuring that clients provide

- Equipment and systems of work that are safe and without risk to the health and safety of independent contractors.
- Adequate storage of dangerous equipment and substances without risk to health.
- Information, instruction, induction, training and supervision that ensures the health and safety of independent contractors.
- Safe workplace conditions including entrances and exits.

In turn, please assist us by:

- Co-operating with the client in efforts to maintain the required level of health and safety.
- Take reasonable care of the health and safety of others.
- Report any unsafe working conditions, practices or activities to the client and Talent2 immediately.
- Advising us of any medical condition (including stress-related symptoms) or personal circumstances which may impact on your ability to perform the Assignment safely or effectively.



Contractor Monthly Payment Dates **January 2009 – January 2010**

Please note that your monthly pay will be deposited into your account on these Thursday's:

<u>Payment Date</u>	<u>Pay Period</u>
	<u>For the weeks ended...</u>
30 January 2009 (Friday)	Sunday 25 January 2009 (3 weeks)
26 February 2009	Sunday 22 February 2009 (4 weeks)
02 April 2009	Sunday 29 March 2009 (5 weeks)
30 April 2009	Sunday 26 April 2009 (4 weeks)
28 May 2009	Sunday 24 May 2009 (4 weeks)
02 July 2009	Sunday 28 June 2009 (5 weeks)
30 July 2009	Sunday 26 July 2009 (4 weeks)
27 August 2009	Sunday 23 August 2009 (4 weeks)
01 October 2009	Sunday 27 September 2009 (5 weeks)
29 October 2009	Sunday 25 October 2009 (4 weeks)
26 November 2009	Sunday 22 November 2009 (4 weeks)
17 December 2009	Sunday 13 December 2009 (3 weeks)
07 January 2010	Sunday 03 January 2010 (3 weeks)
28 January 2010	Sunday 24 January 2010 (3 weeks)

For online time information and support please contact

Kelly Johnson

04 978 1026

027 241 2608

Kelly.Johnson@Talent2.com



FROM:

INVOICE

INVOICE #:
GST #
DATE:

To:

Talent2 NZ Limited
PO Box 10 080
Wellington 8143
New Zealand

Ph: 04 978 1040
Fax: 04 978 1099

FOR:

Professional services for the provision of contractual services to Talent 2 NZ Limited

Timesheet Week Ending	UNITS	RATE	AMOUNT