

## CONTRACTOR'S CONTRACT (COMPANY)

This contract is binding on Talent2 NZ Limited and Osiris Consultants Limited. The parties agree that the contract between them consists of the particulars below and the terms and conditions overleaf. This Contract shall become effective upon the Client's confirmed acceptance of the Talent2 NZ Limited's contract for the supply of services.


Ground Floor, Montreaux Building  
164-168 The Terrace  
Wellington 6011, New Zealand

PO Box 10980  
Wellington 6143, New Zealand

[www.talent2.com](http://www.talent2.com)

Talent2 NZ Limited, Ground Floor, Montreaux Building, 164-168 The Terrace, WELLINGTON

Contractor:	Osiris Consultants Ltd
Address:	75 Brooklyn Road, CARTERTON
Contractors Nominee:	Brett Dale
Client:	Alcatel-Lucent
Task:	Network Capability Engineer
Contract Period:	6 Months
Start date:	25 August 2008
Completion date:	27 February 2009
Contract rate:	\$600.00 per day plus GST (if applicable), based on an 8-hour day
Special conditions:	<ul style="list-style-type: none"><li>i) To ensure on time payment it is imperative that your Talent2 NZ Limited's timesheets are signed by an authorised signatory and arrive at our offices no later than 3.30 pm on the second working day after the end of the month accompanied by your GST invoice.</li><li>ii) This contract is subject to references being obtained to the satisfaction of the client</li><li>iii) This contract is subject to a security clearance being obtained to the satisfaction of the client</li></ul>

Signed:   
(For Talent2 NZ Limited)

Signed:   
(Contractor)

Name: Carolyn Braine

Name: BRETT DALE

Date: 21/08/08

Date: 22/8/08

In consideration of Talent2 NZ Limited entering into this Contract with the Contractor at my request, I (being the Contractor's Nominee), personally guarantee the performance of the Contract by the Contractor.

Signed: \_\_\_\_\_  
(Contractor's Nominee)

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_



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### TERMS AND CONDITIONS

#### 1. Definition

Client means a third party client of Talent2 NZ Limited for whom the Contractor may, via Talent2 NZ Limited, be providing the services required by this Contract.

#### 2. Purpose and Performance of Contract

- (a) The parties agree that this is a Contract for Services and that there is no intention that the parties enter into a relationship in the nature of employer / employee.
- (b) The Contractor, as an independent contractor agrees to provide services to Talent2 NZ Limited's nominated client according to the terms and conditions stipulated in this Contract.
- (c) The Contractor agrees that these services may be provided to Talent2 NZ Limited for the purposes of Talent2 NZ Limited fulfilling its obligation to a third party client.
- (d) The services provided by the Contractor will include all and any duties required by Talent2 NZ Limited and necessary for completion of the task(s). The services will be provided in a manner which promotes Talent2 NZ Limited's business reputation and goodwill, and will neither be transferable nor assignable.
- (e) The Contractor shall not assign any of the rights, obligations or duties of this Contract without the prior written consent of Talent2 NZ Limited.
- (f) The Contractor shall ensure that the Task is performed by the Contractor's Nominee and that the Contractor's Nominee shall not be substituted with any other person without the prior written consent of Talent2 NZ Limited. A pre-requisite to such consent may be the consent of the client.

#### 3. Payment

- (a) The Contractor shall, no later than 3.30 pm on the second working day after the end of the month, provide Talent2 NZ Limited with a GST invoice together with a timesheet verified by the client setting out the hours worked by the Contractor pursuant to this Contract and claimed for by the Contractor in the invoice. The invoice shall be subject to verification by Talent2 NZ Limited.
- (b) Contract payments will be made by Talent2 NZ Limited to the Contractor on a monthly basis, after receipt of invoice, based on
  - (i) the contract rate plus GST mentioned overleaf and
  - (ii) a statement of hours provided by the Contractor and verified by the client
  - (iii) the performance of task(s) to an acceptable standard
- (c) The Contractor is liable to pay salaries, wages, annual holidays or statutory holidays, sick leave, ACC levies, GST, PAYE and income tax payments or any other costs incurred by them.
- (d) The Contractor shall indemnify Talent2 NZ Limited as to any liability for taxation arising out of the Contract.

#### 4. Termination of Contract

- (a) Unless terminated earlier in accordance with the provisions of clauses 4(b) and (c) and (f) below and with the exception of the provisions of clauses 4(e) and 5, the Contract and performance of obligations pursuant to it will end either on the completion of the task mentioned overleaf or the completion date mentioned overleaf.
- (b) If and whenever either party hereto shall be in breach of any of the terms or conditions contained in this Contract and such breach shall not have been remedied within ten (10) working days of receipt by the party in breach of a notice specifying the default complained of, the other party may, by notice in writing served on the party in default terminate this Contract and thereafter this Contract shall, with the exception of clauses 4(e) and 5, be of no further force or effect but without prejudice to the rights of the parties hereto in respect of any breach of the covenants and agreements contained herein occurring prior to termination.
- (c) Notwithstanding anything contained elsewhere in this Contract and in the event that the Contractor is performing task(s) for a Client and that Client is dissatisfied with the manner in which the Contractor is performing the task(s) maybe terminated forthwith by Talent2 NZ Limited. This Contract shall also terminate forthwith and in this event there shall be no notice or payment in lieu thereof.

- (d) Where any dispute or difference cannot be resolved between Talent2 NZ Limited and the Contractor on the interpretation or application of the terms of this Contract then they shall be referred, pursuant to the Arbitration Act 1996 plus amendments, to a single arbitrator to be agreed between Talent2 NZ Limited and the Contractor, or failing agreement, to be nominated by the President of the Wellington District Law Society.

- (e) In consideration of additional sums (contained within the Contractor's Contract rate) and benefits under this Contract, the Contractor agrees that for a period of six (6) months from the termination or expiration (for whatever reason) of the Contract with Talent2 NZ Limited, the Contractor (as a sole trader, a partner, an employee or as a director and/or shareholder of a limited liability company) will not engage in or carry out any Contract of, or for, services with the client, or its clients, without first obtaining Talent2 NZ Limited's written consent.

- (f) This Contract may otherwise be terminated prior to its term by either party giving twenty (20) working days notice to the other party.

#### 5. Confidence and Proprietary Rights

- (a) All information disclosed to the Contractor in the course of or incidental to the provision of services pursuant to this Contract will be regarded as having been disclosed in confidence and the Contractor shall at all times during the Contract period and continuously thereafter keep confidential all such information unless it has become public knowledge in a lawful manner or its disclosure is required by law.
- (b) All work carried out by the Contractor during the Contract period is done on behalf of and for the benefit of Talent2 NZ Limited and or the Client. Ownership of any property in or result of such work including (without limitation) any computer program, study, system or other product specifically commissioned by Talent2 NZ Limited or the Client shall be and remain with Talent2 NZ Limited or such Client. Save as aforesaid, all information, methods, formulae, techniques, processes and other know-how supplied by the Contractor and communicated to Talent2 NZ Limited or the Client in the performance of this Contract shall be and remain the property of the Contractor.

#### 6. Use of Resources

- (a) As the Contractor is required to work on the Client's premises, Talent2 NZ Limited or the Client shall provide where they are able to, and at no charge to the Contractor, such resources as may reasonably be required to carry out the services required by this Contract including office space, office furniture, stationery, typing facilities and computing facilities, heating, lighting and power.
- (b) The Contractor shall not remove any resources or other property of either Talent2 NZ Limited or the Client from their respective premises without having obtained the written authority of a duly appointed representative of the property's owner.
- (c) Upon the expiry or termination of this Agreement, the Contractor will immediately return to the Client all property of the Client, including the Client's Intellectual Property and Confidential Information and work-in-progress in the Contractor's possession or control.

#### 7. Security Regulations, Standards and Rules

- (a) The Contractor shall, if required by Talent2 NZ Limited at any time, supply references to the satisfaction of Talent2 NZ Limited from two parties for whom the Contractor has previously supplied services in the information technology industry.
- (b) The Contractor will comply with any security regulations and rules specified by either Talent2 NZ Limited or the Client. Such rules may include restrictions upon the times during which the services required by this Contract may be performed.
- (c) The Contractor will meet the requirements imposed by either Talent2 NZ Limited or the Client regarding the standards that apply to the task(s) being undertaken and/or practices and procedures in the premises where the work is being undertaken.
- (d) The Contractor agrees to maintain professional indemnity and public liability insurance.