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TERMS & CONDITIONS
for the
PROVISION of CONTRACTOR SERVICES

THIS AGREEMENT is made as of **█th █ 200█**

BETWEEN:

- (1) **Technology Resourcing Ltd** of The Technology Centre, Surrey Research Park, Guildford, Surrey. GU2 7YG ("the Company") and
- (2) **█ Ltd of █** ("the Contractor")

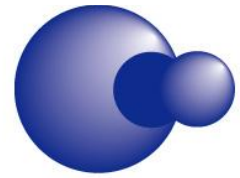
RECITALS

- a) The Contractor is in business on its own account and provides services, which may be of use from time to time to the person, firm or company described in the Schedule to this Agreement ("the Client").
- b) The Company wishes to engage the Contractor to carry out services for the Client as described in the Schedule to this Agreement ("the Services") in accordance with the terms of this Agreement set out below.
- c) The Company and the Contractor agree and intend that this legal relationship is one of undertaking independent specialist services and is not a relationship of employer and employee either between the Company and the Contractor, the Contractor and the Client or the Authorised Personnel (as described in the Schedule) and either the Company or the Client.
- d) The Contractor can benefit from its own sound management of the execution of the Services by negotiating effectively and using hired assistance or substitutes, where appropriate and in accordance with the terms of this agreement, exploiting its reputation in the market place and by being proficient and efficient in the performance of the Services.
- e) The Contractor acknowledges the volatility of the engineering industry and accepts that there is the financial risk of bad debts when operating as an independent business on its own account.

TERMS AND CONDITIONS OF AGREEMENT:

1. BASIS OF THE AGREEMENT

- 1.1. These Terms and Conditions together with the Schedule(s) constitute the entire agreement ("the Agreement") between the Contractor and the Company and supersede any previous agreements or understandings.
- 1.2. The Contractor will provide the Services as defined in the Schedule(s) to the Client and will supply the Authorised Personnel referred to in the Schedule(s) or any other person, firm or company, approved by the Company and the Client, which approval shall not be unreasonably withheld for the period specified in the Schedule(s).
- 1.3. These Terms and Conditions are accepted by the Contractor by virtue of its supply of the services of the Authorised Personnel as specified in the agreed Schedule(s).
- 1.4. No variation or alteration to these Terms and Conditions, or to the agreed Schedule(s) shall be valid unless approved in writing by the Company.
- 1.5. The Contractor warrants that the Authorised Personnel (or other person, firm or company substituted for the Authorised Personnel) have the necessary qualifications and are suitable to supply the Services to the Client (as specified in the Schedule(s)).
- 1.6. The Contractor shall be responsible for all and any PAYE Income Tax and National Insurance contributions payable in respect of the Authorised Personnel or any other person, firm or company as described in clause 3.1.7 below.



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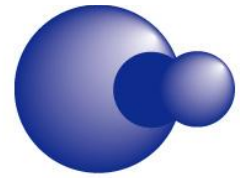
- 1.7. The Contractor shall receive payment in accordance with the terms of this Agreement in respect of the performance of the Services. The Contractor is not entitled to payment for hours agreed but not worked by the Authorised Personnel.

2. PAYMENT TERMS

- 2.1. The Company will pay the Contractor fees (plus VAT if appropriate) calculated at the rate specified in the Schedule for hours worked by the Authorised Personnel in the provision of the Services. The payment term is stated in the Schedule.
- 2.2. Payment of fees (plus VAT if appropriate) is conditional upon the Contractor submitting invoices and when requested & appropriate a timesheet at the end of each week of the Service. The invoices and or timesheet shall indicate the Services performed and, where appropriate, the number of hours worked during that week by the Authorised Personnel and shall be countersigned by an authorised representative of the Client as confirmation of the payments claimed.
- 2.3. Countersignature of the invoices on behalf of the Client does not constitute approval of the quality of the work performed by the Contractor.
- 2.4. The Company reserves the right to reduce or cancel any payments otherwise payable to the Contractor in the event that the Client exercises its right to reject the Authorised Personnel.

3. CONTRACTOR'S OBLIGATIONS

- 3.1. The Contractor undertakes as follows:
 - 3.1.1. Upon signature of this Agreement to provide the Company with a copy of the Contractor's certificate of incorporation and any change of name and details of its registered office and trading address (if different) and its officers and any other relevant information requested by the Company (if applicable).
 - 3.1.2. To procure that the Authorised Personnel will take all reasonable steps to safeguard their own safety and the safety of any other person who may be affected by their actions on the Service.
 - 3.1.3. The Authorised Personnel shall have reasonable autonomy in the provision of the Services, but shall comply with any lawful reasonable request of the Client whilst on the Client's premises
 - 3.1.4. To procure that the Authorised Personnel shall where appropriate in the performance of the Services, support the Client's business strategy and to behave in a proper and reasonable manner in all dealings with the Client and any of its employees, customers, suppliers or other contacts. In particular the Contractor shall procure that the Authorised Personnel will not engage in any conduct detrimental to the interests of the Company or Client which includes any conduct tending to bring the Company or the Client into disrepute or which results in the loss of custom or business.
 - 3.1.5. To furnish the Company with any progress reports as may be requested from time to time.
 - 3.1.6. To advise the Company if the Contractor or any of the Authorised Personnel is offered any further or separate engagements by the Client together with details of any remuneration offered.
 - 3.1.7. If any of the Authorised Personnel are unable for any unforeseen reason to work on the Service the Contractor should inform the Client or the Company by no later than 10.00 a.m. on the first day of absence and the Contractor shall make such alternative arrangements as may be necessary to ensure that the Services are provided in accordance with the terms of this Agreement. In particular where necessary for the performance of the Services the Contractor shall procure the services of any other person, firm

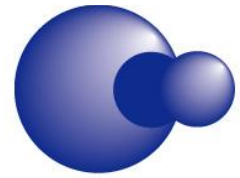


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- or company approved by the Company and the Client (which approval shall not be unreasonably withheld) as a substitute for the Authorised Personnel.
- 3.1.8. To negotiate and agree unavoidable periods of absence with the Client and inform the Company of such arrangements.
 - 3.1.9. To enter into any confidentiality agreement that may be required by the Client and procure that the Authorised Personnel do likewise.
 - 3.1.10. To procure that the Authorised Personnel will comply with all the statutory obligations and codes of practice to which the Contractor is subject in respect of its staff including but not limited to the Working Time Regulations 1998.
 - 3.1.11. To notify the Company forthwith in writing if it should become insolvent, dissolved or subject to a winding up petition.
 - 3.1.12. To comply with all the requirements of VAT legislation and the Companies Act 1981.
- 3.2. The Contractor is free to undertake other contracts for services for other parties at any time before, after or concurrently with this Agreement.
 - 3.3. The Company acknowledges and agrees that the Contractor is not obliged to provide the Services to the Client before any other obligations which it has subject to the requirement that the Contractor shall provide the Services in accordance with the terms of this Agreement at all times.
 - 3.4. The Contractor may advertise its services in any way its sees fit (subject to the requirements of confidentiality set out below or otherwise as required under clause 3.1.9) and offer its services to other parties.
 - 3.5. The Contractor may use a business-trading name.
 - 3.6. The Contractor shall not and shall procure that the Authorised Personnel shall not accept any engagement from the Client, any subsidiary, associated company or client of the Client for a period of six months following the termination or expiry of the Service without the prior written consent of the Company.
 - 3.7. The Contractor and the Authorised Personnel are not entitled to any rights accorded to employees of the Client and shall not be subject to any obligations applied to employees of the Client save as provided under the terms of this Agreement.
 - 3.8. On the termination of this Agreement on completion of the Services or otherwise the Company or the Client shall be under no obligation to offer further engagements to the Contractor and the Contractor shall be under no obligation to accept such engagements if offered. For the avoidance of doubt, the Company and the Contractor agree and intend that this Agreement does not create or imply any mutuality of obligation.
 - 3.9. The Contractor shall be responsible for bearing the costs involved in the acquisition and maintenance of transport, office facilities and other equipment and expenses incurred in the provision of its services and in particular the Services provided under this Agreement.
 - 3.10. The Contractor shall at all times represent itself as an independent business and will in no circumstances represent itself or hold itself out as a servant or employee of the Company or Client. The Contractor accepts that it is in business on its own account and is not part and parcel of the Company or Client's business.

4. INTELLECTUAL PROPERTY

- 4.1. The Contractor hereby grants assigns and conveys to the Client all right title and interest in and to all inventions and other proprietary data and all other materials as well as any copyright patent design right or other intellectual property rights relating thereto which are developed conceived reduced to practice or delivered by the Contractor or the Authorised Personnel either solely or jointly with others during and in connection with the performance of the Service. The Contractor hereby irrevocably



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waives its moral rights and shall procure that the Authorised Personnel irrevocably waives their moral rights in any work created or developed during the Service.

- 4.2. The Contractor warrants that as far as it is aware none of the intellectual property rights developed or created during the Service will infringe or have been misappropriated from any third party intellectual property rights and the Contractor agrees to indemnify and hold harmless the Company against any and all claims of such infringement misappropriation or alleged infringement or misappropriation.

5. WARRANTIES AND LIABILITIES

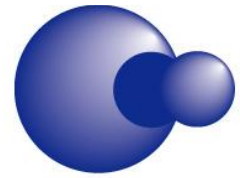
- 5.1. The Contractor hereby agrees to indemnify the Company and keep the Company indemnified against all costs claims and expenses however they arise as a result of the negligence wilful misconduct or default of the Contractor or the Authorised Personnel and the Company reserves the right to withhold the remuneration otherwise payable to the Contractor as part of this indemnity.
- 5.2. The Contractor warrants that the Services performed under this Agreement shall be carried out with the requisite care, skill and diligence. If the Services are not performed in accordance with this Agreement or to the Company's or Client's reasonable satisfaction, the Contractor agrees to perform free of charge such remedial services as may be necessary to correct any defective aspects of the Services. The Company reserves the right to deduct from the fees or otherwise recover from the Contractor the cost of any materials or expenses incurred by the Company or the Client in carrying out remedial work arising out of defective performance of the Services.
- 5.3. Apart from personal injury or death arising as a direct result of the Company's negligence the Company shall not be liable for any loss injury or damage however it arises and whether direct indirect or consequential suffered by or occasioned to the Authorised Personnel or the Contractor during the continuance of this Agreement.
- 5.4. The Contractor shall ensure the provision of adequate employer's liability insurance, public liability insurance and any other suitable policies of insurance in respect of the Contractor and its Authorised Personnel during a Service and shall make a copy of the policy available to the Company upon request.
- 5.5. [Apart from the express warranties given in this Agreement all other conditions warranties and representations (express or implied), statutory or otherwise, are excluded to the fullest extent allowable by law].
- 5.6. Apart from liability for personal injury or death arising from the Company's negligence, the Company's total liability under this Agreement will be limited to the amount of monies paid by the Client under this Agreement.

6. CONFIDENTIALITY

- 6.1. During the Service the Contractor and the Authorised Personnel are likely to have access to confidential information trade secrets and other valuable information belonging to the Client. The Contractor will not at any time whether during or after the end of the Service (unless expressly authorised by the Client as a necessary part of the performance of its duties) disclose to any person or make use of any confidential information or trade secrets of the Client. The Contractor will deliver up to the Client or the Company (as directed) at the end of the Service all documents belonging to the Client (including any copies or abstracts) which are in its possession or in the possession of the Authorised Personnel including documents created by the Contractor or the Authorised Personnel in the course of the Service.
- 6.2. The Contractor and the Authorised Personnel confirm that they will not and will not procure that others on their behalf deal in any shares of the Client or clients about whose business they become aware of during the course of the Service.

7. TERMINATION

- 7.1. Subject to clauses 7.2 and 7.3 below this Agreement will continue in force for the whole of the Service.



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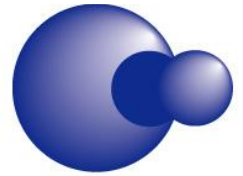
- 7.2. This Agreement may be terminated by the Company without notice and without any liability apart from payment due up to the time of termination in the event of:
- 7.2.1. any breach by the Contractor of any of the provisions of this Agreement or its obligations to the Client; or
 - 7.2.2. the Authorised Personnel being guilty of gross misconduct or any conduct which in the reasonable opinion of the Company is likely to prejudicially affect the business standing or goodwill of the Company; or
 - 7.2.3. in the reasonable opinion of the Client the performance of the Services generally or the conduct or performance of the Authorised Personnel in particular is unsatisfactory; or
 - 7.2.4. the Client terminating or cancelling the arrangement set out in the Schedule hereto for any reason; or
 - 7.2.5. the Client being in default in payment to the Company or be in arrears of the Company's charges.
- 7.3. The Agreement may be terminated at any time by either party giving to the other in writing the period of notice shown in the Schedule.

8. FORCE MAJEURE

- 8.1. Neither the Company nor the Contractor shall be liable for any breach of its obligations under this Agreement resulting from causes beyond its reasonable control including but not limited to Acts of God, Act of Parliament, enemy, fire, flood, explosion or other catastrophe, epidemic, quarantine restrictions or delays due to such cause or causes (an "Event of Force Majeure), except that strikes, slowdowns or labour stoppages of any kind by the Service Supplier, its officers, employees or agents shall not constitute "force majeure" under this Agreement.
- 8.2. Each party agree to notify notice forthwith to the other upon becoming aware of an Event of Force Majeure, such notice to give details of the circumstances giving rise to the Event of Force Majeure.

9. GENERAL

- 9.1. Where for any reason the Contractor has not signed and returned a copy of this Agreement the commencement of work shall constitute acceptance of these conditions. They supersede all previous communications or agreements between the parties whether written or oral.
- 9.2. No variation or alteration of this Agreement shall be valid unless approved in writing by an authorised representative of the Company.
- 9.3. This Agreement shall be construed in accordance with the Laws of England and is subject to the jurisdiction of the English courts.
- 9.4. This Agreement does not constitute any relationship of employer and employee between the Company and the Authorised Personnel or any employee of the Contractor.
- 9.5. Neither the Contractor nor the Authorised Personnel is empowered to act as a representative or agent of the Company and as such may not incur any liabilities or obligations on behalf of the Company.



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SCHEDULE: TERMS OF AGREEMENT
FOR CONTRACTOR SERVICE SUPPLY

AGREEMENT NO: **DB/45908879/406** SCHEDULE NO: **1.00**
BETWEEN: **Technology Resourcing Ltd** (the "Company")
and: **[REDACTED] Limited** (the "Contractor")

Authorised Personnel: **[REDACTED]**

Service Description: **[REDACTED]**

Start Date: **[REDACTED]th [REDACTED] 200[REDACTED]**

End Date: **[REDACTED]th [REDACTED] 200[REDACTED]**

Termination Notice: **X working days, from either party**

<u>Fee Rates</u>	Amount	Unit	Description
Standard Rate	£[REDACTED]	per day	Based on a 7.5 hours day
Overtime Rate	£[REDACTED]	per day	For weekends and bank holidays

Client: **[REDACTED] Ltd**

Payment Terms (frequency of payment): **The Company shall settle all invoices rendered by the Contractor relating to the provision of service within 7 days of receipt of the same by the Company.**

Site address(es): **1) [REDACTED]
2) [REDACTED]**

Reporting to: **[REDACTED]**

The following clauses and sub-clauses are added to this Agreement.

- Special Terms & Conditions:
- [REDACTED]**
 - [REDACTED]**

Signatures below evidence acceptance of the Terms of Agreement as specified in this Schedule documentation and all Terms and Conditions of document ref DB/45908879/ToB/v1.00 subject to any variations specified in Special Terms and Conditions in this Schedule documentation.

SIGNED on behalf of **Technology Resourcing Ltd:**
of Technology Centre, Surrey Research Park, Guildford. GU2 7YG

Name (printed) Title: Director Date:

SIGNED on behalf of **[REDACTED] Ltd**
of **[REDACTED]**

Name (printed) Title: Director Date: