

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this _____ day of _____, _____

BETWEEN:

Inteb Managed Services Limited of Egerton House, 2 Tower Road, Birkenhead, United Kingdom, CH41 1FN
("IMS")

- AND -

Contractors name of Contractors address, _____, England
(the "Contractor").

BACKGROUND:

- A. IMS is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to IMS after successful completion by the Contractor of the Approved Vendor Form and its associated request for information.
- B. The Contractor is agreeable to providing such services to IMS on the terms and conditions set out in this Agreement which is further supported by the of completion Approved Vendor Form.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set out in this Agreement, including the receipt of sufficient consideration it is hereby acknowledged, IMS and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

- 1. IMS hereby agrees to engage the Contractor to provide the Customer with services (the "Services") consisting of:

- 1
- 2
- 3
- 4

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Contd.....

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to IMS.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect for 1 year, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by IMS subject to approval by IMS after an evaluation of the services provided by the Contractor during the period of this Agreement.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days' notice to the other Party.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

Remuneration

7. For the services provided by the Contractor as required by this Agreement, IMS will provide remuneration (the "remuneration") to the Contractor as follows:
 - IMS will pay the Contractor £TBA on satisfactory completion of the works agreed above.
 - (Optional) If applicable and agreed by both parties TBC% of the total Remuneration for the services provided by the Contractors will be paid by IMS to the Contractor prior to the commencement of the Services agreed for any particular project. This arrangement will be agreed on a case by case basis and is not subject to the entire Services or projects undertaken during the period of this Agreement.
8. The Remuneration will be payable upon completion of the Services subject to a sign off of a "Work/Services Completion Report" to be completed by both parties and approved thereafter by IMS.

9. The Contractor will be responsible for all income tax liabilities and National Insurance or similar contributions relating to any Remuneration and the Contractor will indemnify IMS in respect of any such payments required to be made by IMS.
10. The Contractor will be solely responsible for the payment of all remuneration and benefits due to the employees of the Contractor, including any National Insurance, income tax and any other form of taxation or social security costs.

Additional Remuneration

11. The Contractor understands that the Remuneration as provided in this Agreement will constitute the full and exclusive monetary remuneration for all services performed by the Contractor and for the performance of all the Contractor's promises and obligations under this Agreement.
12. Once ALL the services have been performed during the period specified under this Agreement no more Remuneration will be owing to the Contractor unless specifically set out in this Agreement under the Remuneration Section above.

Provision of Extras

12. IMS agrees to provide, for the use of the Contractor in providing the Services, the following extras:
 - IMS will provide all the necessary authorities to access the site and proceed with the works agreed. The Contractor will conduct the works specified with a complete obligation to conduct themselves as a representative of IMS whilst on site.

Reimbursement of Expenses

13. (Optional) The Contractor will be reimbursed from time to time for all reasonable and necessary expenses incurred by the Contractor in connection with providing the Services hereunder. The Contractor will furnish statements and Receipts to IMS for all such expenses.
14. OR (Optional) The Contractor agrees that ALL expenses incurred during the provision and delivery of the services set out under this Agreement are NOT the liability of IMS to pay.

Payment Penalties

15. No late payment penalty will be charged if IMS does not comply with the rates, amounts, or payment dates provided in this Agreement.

Performance Penalties

16. If the Contractor does not perform the Services within the time frame provided by this Agreement, a performance penalty will be charged as follows:

- The payments owing under this Agreement will be reduced by **£TBA** for each day that the Contractor is late in completing the works or services.

Confidentiality

17. Confidential information (the "Confidential Information") refers to any data or information relating to the business of IMS which would reasonably be considered to be proprietary to IMS including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of IMS and where the release of that Confidential Information could reasonably be expected to cause harm to IMS.
18. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by IMS. This obligation will survive indefinitely upon termination of this Agreement.

Non-Competition

19. Other than with the express written consent of IMS, which will not be unreasonably withheld, the Contractor will not, during the continuance of this Agreement or within five (5) years after the termination of this Agreement, be directly or indirectly involved with a business which is in direct competition with the particular business line of IMS, divert or attempt to divert from IMS any business IMS has enjoyed, solicited, or attempted to solicit, from other individuals or corporations, prior to termination of this Agreement.

Non-Solicitation

20. Any attempt on the part of the Contractor to induce to leave an IMS employee, or any effort by the Contractor to interfere with the IMS's relationship with its employees or other service providers would be harmful and damaging to IMS.

21. The Contractor agrees that, during the term of this Agreement, and for a period of five (5) years after the termination of the Agreement, the Contractor will not in any way directly or indirectly:
- a. induce or attempt to induce any employee or other service provider of IMS to quit employment or retainer with IMS;
 - b. otherwise interfere with or disrupt IMS's relationship with its employees or other service providers;
 - c. discuss employment opportunities or provide information about competitive employment to any of IMS's employees or other service providers; or
 - d. Solicit, entice, or hire away any employee or other service provider of IMS.

Ownership of Materials and Intellectual Property

22. All intellectual property and related material (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the sole property of IMS. The use of the Intellectual Property by the Customer will not be restricted in any manner.
23. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of IMS. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

24. Upon the expiry or termination of this Agreement, the Contractor will return to IMS any property, documentation, records, or Confidential Information which is the property of IMS.

Capacity/Independent Contractor

25. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and IMS acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

26. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. Inteb Managed Services Limited
Thursby House, 1 Thursby Road
Bromborough, England, CH62 3PW

Email: raja.khan@intebms.co.uk

- b. Contractors name
Contractors address
_____, England, Postcode
Email: Contractors email

or to such other address as any Party may from time to time notify the other.

Indemnification

27. The Contractor will indemnify and hold harmless IMS from and against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever to the extent that any of the foregoing is directly or proximately caused by the negligent or wilful acts or omissions of the Contractor or its agents or representatives and which result from or arise out of the Contractor's participation in this Agreement. This indemnification will survive the termination of this Agreement.

Insurance

28. The Contractor will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Contractor based on the risk associated with characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement.

Additional Clauses

29. The Contractor MUST produce in writing all the necessary work documents that validate them to carry out the works/services specified in this agreement 30 days prior to the commencement of any such works/services.
30. IMS reserves the right to amend any works/services specified in this agreement, without penalty to IMS, by giving the Contractor a reasonable amount of notice.

31. The Contractor is obligated to provide a "Work/Services Complete Report" to IMS within 7 days of satisfactory completion of the work/services. Failure to provide this Report may result in IMS then exercising a right to delay any payments owing to the Contractor.

Dispute Resolution

32. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
33. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the Country of England. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the Country of England.

Modification of Agreement

34. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

35. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

36. The Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of IMS.

Entire Agreement

37. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Ensurement

38. This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

Titles/Headings

39. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

40. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

41. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Country of England, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

42. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

43. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

Inteb Managed Services Limited
(IMS)

Contractors Name Limited
(Contractor)
