

STANDARD CONTRACT FOR PROVISION OF SERVICES

BETWEEN

GATTON VOLT CONSULTING GROUP LIMITED

TRADING AS VOLT EUROPE

AND

THE SUBCONTRACTOR

REF: VE/TC/LTD/OUT/01.07.04/01

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This Agreement is made between

(1) The **Company**: Gatton Volt Consulting Group Limited, trading as Volt Europe, of Gatton Place, St. Matthews Road, Redhill, Surrey, RH1 1TA (the "Company")

and

(2) the **Subcontractor**: as defined in Schedule A ("Services Description").

WHEREAS

The Company requires the services of a duly qualified and experienced Worker to provide services on a temporary basis to the Company's Client and the Subcontractor wishes to supply a Worker to provide such services on the terms and conditions set out below and in the Schedules to this Agreement and/or any documents incorporated into this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

Status of the Parties

1. A. This Agreement constitutes a contract for services between the Company, an Employment Business, and the Subcontractor for the provision of the services of a Worker as defined in Schedule A.

While the Subcontractor shall initially utilise the Worker(s) designated in Schedule A, it may provide a substitute alternative Worker provided that the Client is satisfied that the proposed substitute Worker possesses the requisite level of skills, expertise and experience to perform the Services to the standards required and the Client and the Company confirm that this is the case before the substitute Worker is permitted to commence providing Services under this Agreement. The Company shall be under no obligation to accept such substitute Worker if in its or the Client's reasonable opinion such replacement is not wholly suitable (whether by reason of skills, experience, qualifications or otherwise); and if a substitute Worker is accepted, the Subcontractor shall use all due diligence to ensure that handover arrangements are made without any break in Services provision and shall, at its own expense, be responsible for the handover of work to the substitute Worker in a manner that maintains continuity in the Services performance.

B. The Subcontractor agrees that entry into this Agreement and the performance of it and/or performance of the assignment with the Client shall not in any circumstances constitute an employment relationship between the Subcontractor or the Worker and the Company and/or the Subcontractor or the Worker and the Client. Neither the Subcontractor nor the Worker shall have any right or claim whatsoever under this Agreement to employee benefits or entitlements applicable within the Client's organisation or that of the Company, or any employee entitlements of any nature whatsoever other than as may be provided by the Subcontractor or the Worker.

2. A. Neither the Subcontractor nor the Worker shall have any authority or power to enter into binding contracts on behalf of the Company or the Client. The Company shall have the right to assign the Services of the Worker to the Company's Client.

B. There shall be no mutuality of obligations existing between any of the parties involved in this Agreement. The Company does not guarantee the Subcontractor and/or the Worker any ongoing or future work or services and neither the Subcontractor nor the Worker is obliged to accept future offers of work or services assignments.

C. The parties declare that it is their intention that this Agreement shall not be within the scope of the Conduct of Employment Agencies and Employment Businesses Regulations 2003, and pursuant to Regulation 32(9) of the said Regulations the parties hereby agree that the Regulations shall not apply to this Agreement to the extent permissible by law.

Duration of Agreement

3. A. The duration of this Agreement ("the Agreement Period") shall be as set out in Schedule A or the date that the Services detailed in Schedule A have been completed (as confirmed in writing by the Company), whichever date is earliest and subject always to the termination provisions. The Subcontractor shall prove that the Worker shall provide and perform services (the "Services") in accordance with the terms and conditions of this Agreement.

B. This Agreement may be extended or renewed by the mutual consent of the parties by the issue of a new Schedule A. Other than as may be varied in Schedule A, the terms and conditions set out in this Agreement shall apply to any extension or renewal.

Entire Agreement

4. This Agreement consists of these terms and conditions and the provisions contained and/or referred to in the Schedule(s) to this Agreement. These supersede all previous agreements or representations, written or oral, with regard to the subject matter hereof. No variation of the terms of this Agreement shall be valid unless made in writing and set out in Schedule A and signed by both a Director of the Company and a duly authorised representative of the Subcontractor.

Subcontractor's Warranties

5. A. The Subcontractor warrants:
 - (i) that information supplied to the Company in any Application Documents (as defined below) and relating to the Worker is correct and accurate; and
 - (ii) that the Worker is suitably qualified, trained, skilled, able, experienced and authorised to perform the Services and this warranty shall be deemed to be breached if the Worker fails to have the experience, training, qualifications or authorisations required by law or by any professional body or considered necessary by the Client for the purposes of the Services; and the Subcontractor shall, at the request of the Company, provide confirmation of the identity of the Worker and written references and cooperate in any checks in relation to experience, skills,

training, ability, qualifications and authorisations relevant to the performance of the Services; and

(iii) that the Worker is not prevented by any other agreement or any restriction (including without limitation a restriction in favour of any agency, client or employer of either of them) from fulfilling in full its obligations under this Agreement.

B. "Application Documents" means any application form, curriculum vitae or other written information provided by the Subcontractor and/or the Worker to the Company about the qualifications, skills, experience or general suitability of the Worker for performing the Services.

6. The Subcontractor warrants and undertakes that the Worker will provide the Services to meet the following work standards or requirements:

The Worker shall:

A. perform the Services for the Client at the Client's site or premises designated by the Client or at a location designated by the Company in writing;

B. devote such of the Worker's time, attention, care, skill and ability to the performance of the Services which may be necessary for the Services to meet the requirements of the Client and the Company; and co-operate with the Client's reasonable instructions relating to the method of performance and quality of the Worker's Services and perform all Services expected or required of the Worker in a competent and professional manner and in accordance with all plans, specifications, criteria and requirements furnished to the Worker and in accordance with best industry practice and to the satisfaction of the Company and the Client;

C. observe any relevant rules and regulations of the Client's establishment (including normal hours of work if applicable) to which the Worker's attention has been drawn or which the Worker might reasonably be expected to ascertain; comply with such of the Client's requirements relating to health and safety, security and intellectual property rights as are applicable to independent contractors working at the Client's premises or any other premises upon which the Services are performed or visitors of the Client, and any other legislative requirements which may be binding on the Client and, if required to do so by the Client or the Company, will sign any undertakings to the Client in relation to these matters;

D. preserve the confidentiality of the affairs of the Company and the Client, hold on trust and not divulge any trade secret or confidential information concerning the Company, the Client and the Client's business which is within or may come to the Worker's knowledge and/or the knowledge of the Worker during or in connection with the provision of the Services or performance of this Agreement; and the Worker shall promptly disclose to the Client any idea, method, invention, discovery, design, concept or other work made or created by the Worker in connection with this Agreement or relating to the provision of the Services; such disclosure shall be by means of a full and clear description of the relevant information, to be given by the Worker to the Client;

E. not engage in any conduct detrimental to the interests of the Client or the Company; take all reasonable steps to safeguard the Worker's own health and safety and that of any person who may be present or be affected by the actions of the Worker;

F. comply with the Client's IT and system security policies and protocols when accessing or using the Client's system, which it may only do with the consent of the Client;

G. take all precautions in accordance with best industry practice to avoid introducing any viruses into the Client's System or otherwise corrupting the Client's (or any of its clients') data;

H. comply with any codes of practice, regulations, standards, licensing and registration requirements applicable to the Services provided by the Worker;

I. submit all interim and final deliverables and work products and reports associated with the Services to the Company or the Client, as requested by the Company or the Client, for approval or rejection;

J. the Worker shall comply with all legal requirements relating to the provision of the Worker's Services and performance of this Agreement and relating to the Worker's status as an independent contractor.

Fees and Expenses

7. A. In consideration of the provision of Services to meet the requirements of this Agreement, the Company shall pay the Subcontractor fees or remuneration ("Fees") as set out in Schedule A and in compliance with legislation ("Fee Rate"). The Fee Rate will be calculated to the nearest quarter hour (if appropriate) and is to be paid in arrears at intervals as set out in Schedule A. The Fee Rate is confidential and may not be disclosed to other parties. Fees are not due until the Subcontractor has provided Services in accordance with the requirements of this Agreement and the Subcontractor shall also render to the Company a valid Timecard in accordance with the following requirements:

(i) The Timecard must be in a form acceptable to the Company (or otherwise agreed between the parties). Each Timecard must be completed and signed by the Worker to indicate the actual time worked and each Timecard must be approved and signed by an authorised representative of the Client. Failure to submit a Timecard for time worked by the Worker may delay payment in accordance with clause 7B.

(ii) The Subcontractor shall procure that the Worker shall observe the instructions contained within the 'Contractor Invoice/Work Progress Certificate/Timecard Procedures' document supplied with this Agreement or otherwise notified by the Company. These procedures may be amended by the Company from time to time, in which event a copy of the amended document will be provided to the Worker, and the Worker shall comply with the revised procedures.

(iii) Subject to any statutory entitlements, the Worker is not entitled to claim or receive payment from the Company or Client for time not actually spent providing Services on an assignment with the Client, whether in respect of holidays, illness or absence for any other reason unless otherwise agreed in writing.

B. In the event that a Timecard is not rendered in accordance with the requirements of clause 7A, then the Company may delay payment while it makes reasonable enquiries to confirm the hours during which services were provided by the Subcontractor. The Company may withhold payment of fees unless and until a Timecard is rendered in accordance with Clause 7A and may also recover from the Subcontractor any fees which the Client may

refuse or fail to pay to the Company or which the Company may be required to refund or return to the Client as a result of the Worker's failure to comply with Clause 7A.

C. For the avoidance of doubt and for the purposes of the Working Time Regulations 1998 ("the Working Time Regulations"), the Worker's working time shall only consist of those periods during which the Worker is carrying out his activities or duties providing services on assignment with the Client. Time spent travelling to the Client's premises and lunch breaks shall not count as part of the Worker's working time for these purposes.

D. Payment shall be due only for Services rendered in accordance with the provisions of this Agreement.

E. Unless otherwise agreed in writing by the Company and the Client, the Subcontractor shall not be entitled to claim any expenses incurred in connection with performance of the Services and such expenses shall be deemed to be included in the Fee Rate.

F. The Company reserves the right to claim damages from the Subcontractor upon termination of this Agreement or during the Agreement Period in the event that the Client makes or seeks to make any claim against the Company as a result of any of the matters referred to in Clause 6 or in the event that the Subcontractor or the Worker is in breach of any of his duties or obligations under this Agreement. In addition the Company shall be entitled to set off against any sum owing to the Subcontractor and /or to deduct from payments of Fees and expenses otherwise due to the Subcontractor under this Agreement, any overpayment of Fees and expenses and any sum which the Subcontractor may be or become liable to pay to the Company under or in connection with this Agreement.

G. The Subcontractor warrants to the Company that it shall pay all sums due to the Worker, regardless of whether it has been paid itself or is able to provide an approved Timecard.

H. The parties recognise that submitting false Timecards is a criminal offence and the Subcontractor indemnifies the Company against any loss which it may incur as a result of such false Timecards.

Working Time

8. The Subcontractor has primary responsibility for compliance with the Working Time Regulations 1998 (including entitlement to annual leave) and warrants that it shall comply with the Working Time Regulations 1998 in respect of the Worker. Further, the Subcontractor indemnifies the Company without limit in the event that the Company shall incur any loss or damage as a result of a breach of this Clause 8.

Absence

9. A. If the Worker is unable to attend work during the course of the assignment or to perform the Services at any time during the Agreement Period, the Subcontractor must inform the Client within one hour of commencement of the assignment or time the Worker is expected to begin work on a working day, and notify the Company in writing.

B. In the event that the Worker is absent due to sickness, any entitlement of the Worker to Statutory Sick Pay shall be met by the Subcontractor, and the Subcontractor hereby indemnifies the

Company against any claim which the Worker may assert against the Company or the Client.

C. The Subcontractor shall forthwith notify the Company in writing if and why it is unable to perform the Services at any time during the Agreement Period. The Company shall not be obliged to pay the Subcontractor for any period during which Services are not actually performed or provided (regardless of reason for non performance).

Termination

10. A. This Agreement may be terminated by the Company on immediate notice, verbally or in writing, in the event that:

(i) The Subcontractor and/or the Worker is in material breach of or fails to comply with any of the provisions of this Agreement; or

(ii) the Client terminates the Client's contract with the Company due (in the Client's opinion) to the technical incompetence, unsuitability, unprofessional or unsatisfactory conduct on the part of the Worker or materially defective work or deficiencies in the Services of the Worker; the Subcontractor accepts that termination in such circumstances shall arise as a direct result of the unilateral decision of the Client and neither the Subcontractor nor the Worker shall have any complaint against the Company as a result of termination in such circumstances; or

(iii) the Worker is unable to provide Services to meet or in fulfilment of the standards or work requirements referred to in clause 6 of this Agreement or is unable to fulfil any other work requirement under this Agreement for any reason or for any period.

B. This Agreement may be terminated by the Company immediately, by notice in writing given to the Subcontractor, in the event that the Company terminates its contract with the Client (whether due to breach of such contract by the Client or for any other reason).

C. This Agreement may be terminated by the Company by notice in writing giving the Subcontractor notice as set out in Schedule A.

D. The Company shall be entitled to terminate this Agreement with immediate effect in the event that the Subcontractor fails to provide the Worker's Services for any reason for more than five consecutive days without having first agreed such suspension or non-availability of the Worker in writing with the Company. Such right to terminate immediately shall also apply in the event that the Client terminates its contract with the Company due to the Worker failing to maintain a valid driving licence or being convicted of an arrestable offence.

E. Upon termination or expiry of this Agreement, the Company and the Client will be entitled to a copy of all work carried out or completed by the Subcontractor in the Agreement Period in the form in which it exists at the end of the Agreement and may require the Subcontractor and/or the Worker to provide a suitable summary of work carried out during this Agreement. The Subcontractor shall provide such copies promptly on request for the same. If applicable the Subcontractor shall return to the Company or the Client all equipment, documentation, specification manuals or other property loaned or made available to the Worker and/or belonging to the Client or the Company.

F. This Agreement shall automatically terminate if the Services have been fully and properly completed in the reasonable opinion of the Company and Client.

Indemnity

11. A. The Subcontractor shall indemnify the Company and keep it indemnified against all claims, costs, expenses, damages, losses and liabilities arising out of any breach by the Subcontractor and/or the Worker of this Agreement, or from the performance or non-performance by the Subcontractor and/or the Worker of the Subcontractor's obligations hereunder, or from any negligent or unlawful act or omission of the Subcontractor or the Worker.

B. The Subcontractor shall fully and effectively indemnify and hold harmless the Company and the Client against any claim that the Subcontractor and/or the Worker may make or allege as to there being any employment relationship between the Worker and the Company and/or the Worker and the Client, and against any losses or damages which the Company or as the case may be, the Client, may suffer as a result of such claim. In the event that the Company and/or the Client incurs loss or damage in connection with any such employment claim the Subcontractor shall procure that the Worker shall reimburse within a reasonable time and make good such loss or damage to the Company and the Client on request.

C. The Subcontractor shall promptly, at his own expense and in his own time, rectify, replace or correct any defective work or work product, shortcoming or deficiency in the Services provided or work product delivered or failure to meet the requirements of this Agreement, when notified of such defects or non-conformity by the Company or Client. Such corrective action, replacement or rectification (at the option of the Company or the Client) shall be performed using at least the same time and resource commitments as applied in respect of the original work.

D. The Subcontractor shall fully and effectively indemnify the Company and the Client against any tax (including but not limited to income tax and corporation tax) and/or national insurance assessments or other demands for payment of tax and/or national insurance made upon the Company and/or the Client in respect of the Subcontractor or the Worker by any governmental authorities. This indemnity shall include local equivalents where any assessment or demand is issued by non-UK governmental authorities.

E. The Subcontractor shall effect and maintain in force suitable insurance cover in respect of the liabilities of the Subcontractor under this Agreement and the acts and omissions of the Worker in connection with provision of the Services. As a minimum requirement the Subcontractor shall arrange and maintain the following types of insurance cover and be compliant with the following minimum policy limits, during the Agreement Period and for one year thereafter:

(i) Employers liability insurance as prescribed by the law of the country in which the Services are to be performed, and such insurance to be for a minimum cover limit of £1 million for one accident, occurrence or event.

(ii) Comprehensive car or vehicle insurance for business use with limits of at least £1 million for bodily injury and property damage for each occurrence covering owned, hired and non-owned vehicles used by the Subcontractor or Worker in the performance of the Services.

(iii) Public, products and third party liability insurance cover with minimum cover requirement of £1 million limit for claims of personal injury and property damage per occurrence;

(iv) Errors or omissions or professional liability indemnity insurance, insuring the Subcontractor and the Worker(s) against errors and omissions in the performance of the Services under this Agreement, with limits of at least £1 million per annual policy period and such insurance cover to be maintained for a period of at least one year after the end of this Agreement.

All of the insurance policies required above must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available. Any other coverage available to the Company shall apply on an excess or residual basis. The Subcontractor shall on request provide the Company with adequate proof of the foregoing required insurance cover, including (if specifically requested by the Company) endorsements and policies and proof of last premium paid. The Company shall be notified in writing at least thirty (30) days prior to cancellation of or any change in the policy or policies.

Intellectual Property

12. A. All right, title and interest of whatever nature (including but not limited to copyright design rights and patent application rights) and all intellectual property rights and moral rights in any work undertaken or produced by the Subcontractor and/or the Worker under or in connection with this Agreement or relating to the Services provided hereunder will vest in and belong to the Company (or the Client or such third party as nominated by and at the option of the Company) at all times free from any interest of the Subcontractor and/or the Worker, or any third party. The Subcontractor undertakes to take any action or do anything that the Company may reasonably require in order to vest effectively such intellectual property rights in the Company or Client or such third party as the Company specifies or to evidence the same (whether before or after the termination of this Agreement).

B. The Company (or where applicable, the Client) shall retain ownership of all intellectual property rights of whatever nature in the documents or other material and data and other information provided to the Subcontractor and/or the Worker in the context of this Agreement and its performance. For the avoidance of doubt neither the Client nor the Company, shall be deemed to have granted the Subcontractor and/or the Worker any licence to use the documents or other material or information other than for the proper performance of the Services and this Agreement.

C. The Subcontractor guarantees and agrees to ensure that Services provided under this Agreement are not in breach of the intellectual property rights of any third party. Neither the Subcontractor nor the Worker shall use any pre-existing intellectual property rights owned by a third party in providing the Services without the prior authority of the third party. The Subcontractor shall indemnify the Company and the Client against all and any actions, claims, costs, expenses, damages, demands and liabilities whatsoever and howsoever incurred resulting or arising out of any claim by any third party that the use or possession of work performed or work product delivered by the Worker in providing Services hereunder or in connection with the Subcontractor's and/or the Worker's performance of this Agreement, infringes the intellectual property rights of any third party.

Restrictions

13. A. During the Agreement Period and for a period of six months thereafter, the Subcontractor agrees and undertakes that neither the Subcontractor nor any of its servants, agents or employees (including, without limitation, any Worker provided under this Agreement) shall enter or seek to enter into any agreement or arrangement with the Client or any Associated Person or solicit or canvass the Client or any Associated Person or the business of the Client or any Associated Person (as defined in clause 13B below), for the supply (whether by the Subcontractor or such Worker) of computer services, computer related services, services of computer related personnel or computer products, unless such agreement or arrangement is made through the Company. The Subcontractor agrees that the restrictions contained in this Clause are reasonable and necessary for the protection of the Company and the Company's legitimate business interest in protecting its trade and business connection with the Company's Client.

B. For the purposes of Clause 13A, "Associated Person" means any person or company to whom the Subcontractor and/or the Worker has gained introduction by way of this Agreement or the Services provided hereunder, including, without limitation:

(i) any parent, holding, subsidiary or associated company of the Client; or

(ii) any client, customer, prospect, agent, subcontractor or supplier of the Client with whom the Subcontractor and/or the Worker has had direct contact whilst performing the Services;

which introduction can reasonably be attributed to the existence of this Agreement and/or the Worker's assignment with the Client and/or the Services provided pursuant to this Agreement. The foregoing covenant undertaking may not be varied without the prior written consent of a duly authorised representative of the Company.

C. If the Client shall approach the Subcontractor or the Worker directly or indirectly during the Agreement Period or in the six months thereafter for the purpose of obtaining the Subcontractor's or the Worker's services, the Subcontractor shall refuse such offer and/or cause the Worker to do so, and shall advise the Company immediately.

Waiver and Severability

14. A. Should any party to this Agreement fail or delay in exercising any right or remedy, or part of a right or remedy, under this Agreement, it will not waive that right or remedy or further exercise of that right or remedy, or the exercise of any other right or remedy, against any party.

B. If any restriction or other provision of this Agreement is declared by any court to be unenforceable or invalid, or if indications to that effect are received from a court, such provision shall be severed from this Agreement and the remaining parts of this Agreement shall remain in full force and effect.

C. If any such restriction contained herein would be valid if the time period applicable to it or other restrictive element thereof were to be reduced or amended, then, rather than severing it, the parties agree that the provision shall apply with such modifications as are necessary to make it valid and effective and that this Agreement shall be deemed amended accordingly.

Interpretation

15. Reference made in this Agreement to one gender is deemed to include both genders, the singular number shall include the plural and vice versa.

Governing Law

16. A. This Agreement shall be governed by and construed in accordance with English Law. Each of the parties agrees that the Courts of England are to have exclusive jurisdiction to settle any disputes which may arise in connection with this Agreement.

B. References to legislation shall include references to any re-enactment or amendment of such legislation.

Immigration Compliance

17. The Subcontractor shall comply with the provisions of the Asylum and Immigration Act 1996 in all respects relevant to the Worker; and if the Worker is subject to immigration control for the purposes of such Act, the Subcontractor warrants that the Worker; (i) has valid and subsisting leave to enter, remain and work in the United Kingdom for the duration of this Agreement; and (ii) is not (in relation to such leave) subject to any conditions which may preclude or have an adverse effect on the provision of the Services; and (iii) shall provide such evidence as is required by Section 8 of the Asylum and Immigration Act 1996 as evidence of his status.

Data Protection

18. The Subcontractor warrants that the Worker has consented in writing to permit the Company to disclose his personal information or data ("Data") e.g. the Worker's CV and personal details relating to the Worker, to the Client and any third parties (as necessary for the purposes of this Agreement) and to any other party involved in the administration of this Agreement or the Company's business, and such consent includes permission to transmit such Data outside of the European Economic Area where necessary for the purposes of the Company's business.

Headings

19. Subheadings in this Agreement are for convenience only and do not form part of the terms of this Agreement.

Notices

20. Any party may effect service of notices under this Agreement upon any other party by sending it by ordinary first class post in a sealed envelope duly prepaid and properly addressed to such party at the address appearing above (in the case of the Company) or the Subcontractor's address (in the case of the Subcontractor). In the case of termination notices, notice may be given by e-mail so long as it is confirmed by notice in writing sent by post as mentioned above.

Conflict of Terms

21. In the event of conflict between these terms and Schedule A, then Schedule A shall prevail.

Survival of Terms

22. The provisions in Clauses 1, 2, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 21 and this clause 22 shall survive the termination or expiry of this Agreement.