

Terms And Conditions Of The Agreement Between Thetabiz™ Group And The Independent Contractor

These terms and conditions represent an agreement between Thetabiz™ Group, the THETABIZ S.A., THETABIZ CORPORATION, THETABIZ LTD, GROUTITE HOLDING S.A. and other members of the group (the hereinafter referred to as “Thetabiz™ Group”) and the Independent Contractor whose name and signature appears at the end of this agreement (hereinafter referred to as “the Contractor”) whereby Thetabiz™ Group agrees to provide services as described in the letter of introduction subject to the following terms and conditions:

1 General

- 1.1 The Contractor has completed “the Confidential Application Form” and wishes to use Thetabiz™ Group’s services.
- 1.2 In order to provide these services a representative of Thetabiz™ Group may be required to sign contracts on the permission of the Contractor which relate to the provision of services by the Contractor. In signing any contract on behalf of the Contractor Thetabiz™ Group will not nor does it wish to exercise any form of control or direction over the actions of the Contractor. Thetabiz™ Group will only sign contracts which relate to the Contractor with the Contractor’s permission.
- 1.3 In this agreement the masculine shall also refer to the feminine and vice versa and the singular the plural and vice versa.
- 1.4 This Agreement may be revised in part or in whole by the approval in writing of both parties of the terms conditions and undertakings of the revisions.
- 1.5 The Contractor hereby agrees and undertakes that he will at all times during the period of this Agreement observe and comply with the terms and conditions contained herein.
- 1.6 The Contractor warrants that he shall perform all his obligations and undertakings pursuant to this Agreement in a lawful manner.

2 Nature of the Agreement

- 2.1 Thetabiz™ Group provides its services to the Contractor at the specific request of the Contractor. Thetabiz™ Group does not act nor does it wish to act as an employment agency. Thetabiz™ Group will not and does not find work for or recommend work to the Contractor.
- 2.2 The Contractor is an independent contractor and is wholly responsible for his fiscal, financial, and business affairs arising from this or any other agreement. Fiscal, financial, and business affairs shall include but not be restricted to include any form of statutory or governmental taxation or contributions arising from the Contractors place of birth, place of business, country of domicile, country and or place of permanent or temporary residence, nationality. The Contractor hereby covenants with Thetabiz™ Group that the Contractor shall be responsible for all tax, statutory liabilities and any similar contributions properly due to be collected or remitted by the Contractor wherever they may arise in respect of monies received under this agreement and shall be responsible for informing all statutory authorities as may be applicable of his whereabouts when and if required to do so and shall wholly indemnify Thetabiz™ Group in respect of any claims that may be made against Thetabiz™ Group by any such relevant statutory authority relating to services under this agreement.
- 2.3 The Contractor is responsible for obtaining all necessary permissions, licenses, consents, waivers or other relevant documents required by him in his capacity as an Independent Contractor and or arising from this Agreement.

3 Payment

- 3.1 Thetabiz™ Group will pay to the Contractor the sum invoiced less Thetabiz™ Group’s fees and

any VAT element and less any charges incurred in receiving or making onward payment to the Contractor. Thetabiz™ Group will only pay monies to the Contractor on receipt of cleared funds into Thetabiz™ Group's bank account.

3.2 Thetabiz™ Group will not be liable to the Contractor for any monies not paid by a client whether or not having properly raised an invoice in respect thereof or for any delayed payment whatsoever where such delayed payment is by reason of a bank credit or similar credit received without sufficient identification or details necessary to accurately reconcile the funds.

4 Termination of the Agreement

4.1 The Agreement is temporary and designed to suit the requirements of the Contractor. Either party may terminate this Agreement without prior notice. Notice of termination of the agreement may be given in any form.

5 Charges and Service

5.1 Thetabiz™ Group reserves the right to amend its charges and method of provision and nature of service it provides from time to time subject to 14 days notice in writing.

6 Liabilities and Authorities

6.1 In any event and in no circumstance will Thetabiz™ Group be liable for any loss or cost whatsoever whether direct or indirect and this will include but not be restricted to loss of profits, business or anticipated savings, or any indirect consequential damage whatsoever.

6.2 The Contractor must not and has no authority to enter into any agreement on behalf of Thetabiz™ Group.

7 Indemnity

7.1 The Contractor will indemnify Thetabiz™ Group against any and all claims whatsoever and howsoever arising from the action or inaction of the Contractor and the Contractor hereby holds harmless Thetabiz™ Group and its officers for any such claims. In the event of any such action being brought the Contractor will join Thetabiz™ Group in any necessary defense.

8 Contracts with Third Parties

8.1 The Contractor agrees to abide by all terms and conditions of any contract that Thetabiz™ Group will be required to sign from time to time with third parties on the Contractors behalf and further indemnifies and holds harmless Thetabiz™ Group and its officers for any breach of the said terms and conditions as may be occasioned by him.

9 Insurance

9.1 The Individual shall be so insured to indemnify Thetabiz™ Group of any claims against it by any Third Party, in respect of a legal liability for personal injury, damages to property of financial loss arising out of a negligent act or acts of the individual.

The Independent Contractor:

FULL NAME: _____

DATE: _____

SIGNED: _____

For Thetabiz™ Group:

FULL NAME: _____

DATE: _____

SIGNED _____