

**Schedule:**

Contract Index Number: 755

Name of Company: Pitagoral Europa Sociedad Limitada

Name of Representative: Pablo Pita

Telephone Number: +34 956 891444 / +49 173 7941704

Name of Client: Tata Consultancy Services

Work Address: Tata Consultancy Services Deutschland GmbH  
Konrad Zuse Platz 11  
81829 München

Contact Telephone Number: 0049 89 940 090

Start Date: 20/03/2006

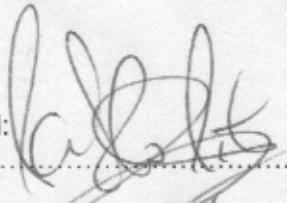
End Date: 20/09/2006

Fee: The total price of this contract is estimated to be €54720. A non-negotiable Hourly Rate of €57 will apply in all circumstances for the duration of this agreement.

Contract Termination Period: 2 days notice in the first 10 working days. 1 month notice in writing from the client there after.

Expenses: Travel expenses incurred on behalf of Tata Consultancy services for travel between Essen and Eschborn will be reimbursed at cost in accordance with their expenses structure, and with supporting documentation provided. Note: only travel by 2<sup>nd</sup> class Deutsche Bundesbahn will be redeemable.

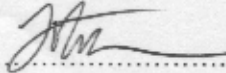
Payment: Monthly invoices & signed timecards to be issued on the last day of each month and must be received by Portland within 5 working days of the month end. Payments runs are between the 1<sup>st</sup> & 5<sup>th</sup> working days. On this basis invoices will be paid with in 7 working days of receipt.  
Invoices received after the 5<sup>th</sup> day will be paid on receipt within 7 days of our next payment run being the 15<sup>th</sup> working day of each month.

Signed: 

Name: Pablo Pita

Date: 16/04/2006

Pablo Pita Leira

Signed: 

Name: JOHN THOMPSON

Date: 30/05/06

On behalf of Pitagoral Europa SL    On behalf of: PORTLAND RESOURCING LTD

27 April 2006

Pablo Pita  
Pitagoral Europa Sociedad Limitada  
Calatrava 3, 1  
San Fernando, Cádiz 11100  
Spain

**RE: Contract: Contract Index No: (755) (Tata Consultancy Services Deutschland GmbH)**

In addition to the section, Fee noted on the schedule of the above contract the following will apply:-

8 hours of work will be expected per day, overtime will mean any work carried out in addition to the 8 hour day worked. No overtime charges shall be billed to Supplier unless such overtime is performed at the request and prior authorisation of the Client and when billed, any such overtime hours shall be billed at the same as Hourly Rate stated on the Schedule of the above contract. Commuting time to and from any work location is expressly disallowed as hours actually spent in providing Services.

Signature



Name Pablo Pita Leira

Date 30/May/2006

Signed for and on behalf of:  
**Pitagoral Europa Sociedad Limitada**

Signature



Name

JOHN THOMSON

Date

06/06/06

Signed for and of behalf of:  
**Portland Resourcing Limited**



Date: 16/03/2006

Contract Index No: 755

**AN AGREEMENT FOR THE PROVISION  
OF  
SERVICES**

between  
Portland Resourcing Ltd (the Supplier)  
and  
Pitagoral Europa S.L.  
CIF B-11481173  
represented by  
Pablo Pita Leira (The Consultant)

## TERMS AND CONDITIONS

**THIS AGREEMENT** is made the 16th day of March 2006

### BETWEEN

**PORTLAND RESOURCING LIMITED** whose registered office is at Edinburgh House, 40 Great Portland Street, London, W1W 7ND (the "Supplier"); and

**Pitagoral Europa S.L.**, Calatrava 3, 1, San Fernando (Cádiz) 11100 Spain, represented by **Pablo Pita Leira** (the "Consultant")

### WHEREAS

- (1) The Supplier has entered into an agreement with Tata consultancy services (the "Client") for the provision of services to the Client.
- (2) The Consultant is willing and able to provide its services to the Supplier pursuant to its agreement with the Client.

### THE PARTIES AGREE AS FOLLOWS:

#### 1 The Services

1.1 The Consultant shall be available to the Client at the Project Location during such hours as the Supplier and/or the Client may reasonably require (the "Services").

1.2 The Consultant is backed by Pitagoral Europa SL, a limited company registered in Spain with fiscal identification code (CIF) B-11481173, that shall provide Pablo Pita Leira (the "Representative") to the Supplier.

#### 2 Contract Fee

2.1 In consideration of the Consultant providing the Services to the Supplier, the Supplier shall pay to the Consultant the Contract Fee.



2.2 The "Contract Fee" shall mean the rate agreed between the parties and specified in the Schedule to this agreement.

2.3 The Consultant shall submit an invoice (the "Invoice") to the Supplier every calendar month in arrears. The Supplier shall pay the Invoice within seven days of receipt from the Consultant provided always that, first, the Supplier has also received a completed timecard for the same period as the Invoice and, secondly, has provided such evidence as may reasonably be required by the Supplier that it has provided the Services for the times and during the periods asserted.

2.4 The Contract Fee shall be inclusive of all taxes ([including/excluding] VAT) and other costs and expenses (except as provided for in clause 3 below).

### 3 Expenses

In addition to the Contract Fee, the Supplier shall reimburse the Consultant for all travel expenses in accordance with the expenses procedure notified to the Consultant by the Supplier, provided always that the Consultant can provide such proof as may reasonably be required of the expenses having been incurred.

### 4 Termination

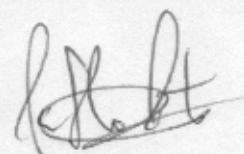
4.1 This agreement may be terminated either by the Supplier or the Consultant giving to the other the notice specified in the Schedule.

4.2 The Supplier may terminate this agreement with immediate effect if:

4.2.1 The Consultant commits a material breach of its obligations under this agreement; or

4.2.2 In the reasonable opinion of the Supplier it becomes detrimental to the interests of either the Client, the Consultant and/or the Representative to continue to provide the services; or

4.2.3 In the reasonable opinion of the Supplier, the Consultant or the Representative is no longer suitable to provide the Services to the Client.



## 5 Obligations of the Consultant

### 5.1 The Consultant:

- 5.1.1 Warrants that it has the skills and knowledge required by the Supplier and the Consultant;
  - 5.1.2 Will perform the services required by the Supplier and the Consultant to the highest standards of skill and care;
  - 5.1.3 Shall at all times adhere to the Client's working and related organisational procedures;
  - 5.1.4 Shall immediately inform the Supplier if it is unavailable to provide the Services for whatever reason;
  - 5.1.5 Shall only provide a substituted worker if the substituted worker is in all respects is at least as suitable as the Representative and otherwise satisfactory to the Client;
  - 5.1.6 Shall procure the Representative's express agreement to confidentiality and intellectual property rights in a manner equivalent to those set out at clauses 7 and 8 below. If requested by the Supplier or the Client, the Supplier shall procure the written undertaking of the Representative.
- 5.2 The Consultant shall ensure that it maintains any necessary VAT registration.

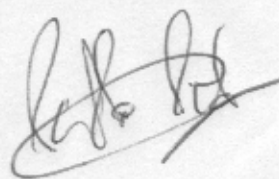


## 6 Indemnities

- 6.1 It is intended by the Supplier and the Consultant that the Consultant provides the Services to the Supplier as an independent contractor. If the Consultant, the Representative or any other employee or agent of the Consultant is adjudged by the Inland Revenue and/or the Benefits Agency (or their successors) to be an employee of the Supplier then the Consultant hereby indemnifies the Supplier against all or any costs, liabilities, expenses or penalties incurred by the Supplier in respect of such employee or agent.
- 6.2 If the Consultant or the Representative or any other employee of the Consultant makes any claim against the Supplier in which he or she asserts that an employment relationship exists between the Supplier and the Representative (or such other employee, as appropriate) then the Consultant hereby indemnifies the Supplier against all or any costs, liabilities, expenses or penalties incurred by the Supplier (including legal costs on an indemnity basis and any compensation paid or settlement of claim made by the Supplier) with regard to such claims.
- 6.3 The Consultant hereby indemnifies the Supplier against all or any costs, liabilities, expenses or penalties incurred by the Supplier as a result of the Consultant's breach of clauses 5, 7 or 8 of this agreement.
- 6.4 The Consultant hereby indemnifies the Supplier against all and any costs, liabilities, expenses or penalties incurred by the Supplier as a result of any act or omission by the Consultant that causes a breach of the contract between the Supplier and the Client

## 7 Confidentiality

- 7.1 The Consultant shall not at any time either during the continuance of this agreement or after its termination (howsoever arising) disclose or communicate to any person or use for its own benefit or the benefit of any person other than the Supplier or the Client (as appropriate) any confidential information which may come to his knowledge in the course of the provision of the Services and the Consultant shall use its best endeavours to prevent the unauthorised publication or misuse of any confidential information provided that such



restrictions shall cease to apply to any confidential information which may enter the public domain other than through the default of the Consultant or the Representative.

7.2 If so required by the Supplier, the Consultant shall procure, to the benefit of the Supplier, and/or the Client, a written confidentiality undertaking from any employee or agent of the Consultant (including, without limitation, the Representative) who is concerned, either directly or indirectly, with the provision of the Services in such form as may be required by the Supplier.

7.3 The Consultant agrees to keep the terms of this agreement strictly confidential and (without limiting the generality of this clause) shall not discuss it with the Client or any party associated in any way with the Client.

## **8 Intellectual Property Rights**

8.1 All Intellectual Property Rights created or developed by the Consultant and/or the Representative (whether alone or jointly with others) in the course of providing the Services (and within the period of twelve months after its termination if such Intellectual Property Rights arise from or relate to the Consultant's or the Representative connection with the Consultant or the Client) will belong to the Consultant.

8.2 The Consultant hereby agrees and undertakes that it will do all things deemed necessary or desirable by the Supplier (including execute such deeds and documents) to vest in the Supplier (or its nominee or the Client, as appropriate) and protect all Intellectual Property Rights and shall procure that the Representative shall do the same.

## **9 Capacity**

The Consultant shall not hold itself out as an agent of the Supplier or bind the Supplier to any contract or similar commitment unless it has the prior written consent of the Supplier.





**10 Conflict of Interest**

Whilst the Supplier acknowledges and accepts that the Consultant may provide services to companies and organisations other than the Supplier, the Consultant agrees that it shall not enter into any arrangement or agreement or provide any services (either directly or indirectly) to any other undertaking or business which does conflict or may potentially conflict with the interests of the Supplier or the Client or does conflict or may conflict with the proper performance of the Consultant's obligations hereunder.

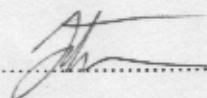
**11 Governing Law and Jurisdiction**

This agreement is governed by and shall be construed in accordance with the laws of England and the parties to this Agreement hereby submit to the exclusive jurisdiction of the English courts.

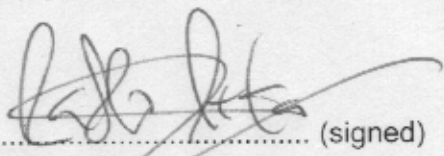
**12 Notices**

Any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by first class post (and air mail if overseas) or by telefax, to the party due to receive the notice or communication at its address set out in this agreement or such other address as either party may specify by notice in writing to the other.

The Supplier and the Consultant hereby acknowledge their agreement to the terms set out herein

  
..... (signed)  
For and on behalf of the Supplier

30/05/06 (date)  
.....

  
..... (signed)  
For Pitagoral Europa S.L. and on behalf of the Consultant

16/04/2006 (date)