

INDEPENDENT SELF-EMPLOYED CALL OPERATORS CONTRACT

These terms of engagement cancel and replace all previous letters of engagement, agreement and arrangements, whether oral or in writing, between Excel Telemedia Ltd and yourself, all of which shall be deemed to have terminated by mutual consent.

The Company: Excel Telemedia Ltd

The Self-employed Operator _____ (Print Name) Date of issue: ____ / ____ / ____

SUB-CONTRACT The Self-employed Operator shall supply the services as described in the Excel Telemedia Operator Manual on a non-exclusive basis to Excel Telemedia Ltd. The services shall be supplied to the best ability of the Self-employed Operator. Excel Telemedia Ltd shall be under no obligation to request the supply of services.

WORKING HOURS The Self-employed Operator shall provide the services for such hours at such times as they shall, in their absolute discretion, decide. There are no minimum hours required and, in order to indicate availability to do so, the Self-employed Operator must log onto the Company's telephone system with the PIN details provided. The Self-employed Operator will provide the services from their home address, or such other address as they may nominate.

PAYMENT The Fee for providing the services shall be calculated based on the current operator rate (please refer to the Excel Telemedia Operator Manual) and paid within 5 days of the cut off point. The Company will raise an invoice for payment containing a description of the services provided, including dates and hours for all work undertaken in connection with the service. The invoice shall be based on minutes during which the Self-employed Operator has provided the services according to the telephonic records maintained by the Company. The following further conditions apply and are consented to by the Self-employed Operator:

Invoices shall not be raised for amounts below £1. In the event that the Fee due to the Self-employed Operator in respect of a particular month is £1 or less, this amount shall not be paid that month, but shall instead be rolled forward to the following payment interval.

The Fee shall be paid for minutes during which the services are provided only. No Fee shall be payable in respect of periods where the Self-employed Operator has indicated availability but is not providing the services.

Excel Telemedia Limited reserves the right to withhold payments to Self-Employed Operators found to be responsible for unacceptable activity or in breach on any terms and conditions set by this contract and the Excel Telemedia Operator Manual

COMMISSION The Company may, from time to time, offer the Self-employed Operator the opportunity to participate in a discretionary commission scheme. If any such scheme is operated, it will be on such basis and subject to such terms as the Company shall notify the Self-employed Operator from time to time. The Self-employed Operator shall have no contractual right to any form of commission.

TAXATION The Self-employed Operator is responsible for registering as a Self-employed person with the Inland Revenue and the Contributions Agency and ensuring that all statutory obligations are fulfilled. The Self-employed Operator agrees that they are fully responsible for any and all income tax, national insurance or other cost due on the Fee and indemnifies the Company in respect of the same. Excel Telemedia Ltd shall have no liability for any Tax or similar Payments in respect of the sums paid by Excel Telemedia Ltd to the Self-employed Operator. The Self-employed Operator will keep Excel Telemedia Ltd indemnified against any claim for Taxation or National Insurance Contributions (including Interest and Penalties) or similar Taxes or Levies arising by reason of the payments made by Excel Telemedia Ltd to the Self-employed Operator.

LOYALTY The Self-employed Operator will not promote, advertise, sell or in any way discuss other services or products with users or customers of Excel Telemedia Ltd's services. Any Self-employed Operator found to be promoting or selling unauthorised services or products will have their contract terminated immediately. The Self-employed Operator may also be liable to a claim for loss of profits arising from their actions.

TERMINATION This agreement may be terminated by Excel Telemedia Ltd with no notice period to the Self-employed Operator. In addition, the Self-employed Operator's standard of service will be regularly reviewed and unacceptable standards may result in their contract being terminated. The Self-employed Operator will carry out the services in compliance with the guidelines and within the parameters laid down by the Company. The Self-employed Operator may terminate the agreement forthwith on notice in writing to Excel Telemedia Ltd.

CONFIDENTIALITY Both Excel Telemedia Ltd and the Self-employed Operator have a duty to keep secret all information given or gained in confidence. The Self-employed Operator agrees not to disclose to anyone any confidential information concerning the affairs of Excel Telemedia Ltd., either during the appointment or after its termination.

COPYRIGHT All and any rights of Copyright, Design, Patent, Trademarks or any other Intellectual Property Rights or any Voice Recordings or Text-Chat messages created by the Self-employed Operator are owned by Excel Telemedia Ltd. Therefore all recordings, either in whole or part, made by Excel Telemedia Ltd remain the Copyright of Excel Telemedia Ltd. Copyright gives Excel Telemedia Ltd economic rights and rewards enabling them to control legal use of their material in a number of ways, such as by making copies, issuing copies to the public, performing in public, broadcasting and use on-line.

I agree that Excel Telemedia and its associated companies or partners may copyright, use and reuse, publish, distribute and exhibit any images, videos, conversations and any other media I may create either by using the services provided by Excel Telemedia and its associated companies or partners or for the purpose of submitting to Excel Telemedia and its associated companies or partners (hereby referred to as "content"). I agree to allow Excel Telemedia and its associated companies or partners the use of this content without limitation, including in advertising and publicizing of Excel Telemedia Ltd and its associated companies or partners. These rights are also extended to Excel Telemedia Ltd subsidiaries, successors, licensees and assignees. I agree that Excel Telemedia may edit my content in any way they see fit and are under no obligation to use any content submitted by myself. I agree that Excel Telemedia and its associated companies or partners shall be able to use my content across all media and manners known or to be learned without payment to myself unless otherwise stated.

I hereby release Excel Telemedia and its associated companies or partners from any and all claims, whether for libel, copyright, violation of privacy or any other matter occurring due to use of my content. I verify that all information given by myself (including content) and unless otherwise agreed, is true and accurate and I agree to be legally responsible for any claims arising from this information. I agree to pay the costs for any defence, and hold harmless, Excel Telemedia and its associated companies or partners in any legal action resulting from the use and content of content submitted or created by myself.

I am 18 years of age or over and of sound mind. I have fully read the above statement and understand my position in regards to the use of my content by Excel Telemedia and its associated companies or partners. All content is submitted of my own free will and I acknowledge that I have permission from any person(s) appearing in this content. I do not believe that by submitting this content to Excel Telemedia and its associated companies or partners I am violating any laws or moral standards of my community. I understand that these terms are binding and by signing this contract I agree to follow them until such time as they are terminated by Excel Telemedia and its associated companies or partners.

PERSONAL PROPERTY The Company accepts no responsibility for damage to, or loss of, personal property, including vehicles. The Self-employed Operator therefore, is recommended to take out an insurance policy to cover personal property, if it is felt appropriate.

AGE The Self-employed Operator warrants that, at the time of entering into this Agreement with Excel Telemedia Ltd, they are over the age of 18.

INDEMNITY The Self-employed Operator shall indemnify Excel Telemedia Ltd against any Claims, Demands, Expenses or Liabilities which Excel Telemedia Ltd may incur arising out of the services performed by the Self-employed Operator.

Phone-Paid Services Authority Is the independent regulation board for premium rate services in the UK. The Self-employed Operator warrants that they have read the Excel Telemedia Ltd Operator Manual including the extracts from the current PSA Code of Practice Edition, and all requirements of the PSA Code of Practice are understood. The Self-employed Operator shall comply with all requirements of the Code of Practice at all times. Full and complete copies of the PSA Code of Practice are available upon request or at www.psaauthority.org.uk

LAW This agreement shall be construed in accordance with the Laws of England & Wales and shall be subject to the sole jurisdiction of the English courts.

By this agreement the Self-employed Operator enters into a contract for services with the Company. The Self-employed Operator is a Self-employed person (an independent contractor) providing services to the Company and the Self-employed Operator confirms and agrees that they are not an employee of Excel Telemedia Ltd.

I confirm these details are correct and that I fully agree to the terms and conditions of this agreement.

Full name of Self-employed Operator: _____

Signed by Self-employed Operator: _____

Date / /

Signed on behalf of Excel Telemedia Ltd

Angus Fletcher
Product Administrator