



## “Talented Staff” Supplier Service Level Agreement

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### 1. Parties and Scope

This Service Level Agreement (“SLA”) forms part of the **“Talented Staff” – Staff Sharing Engagement Model**, operated jointly by:

#### (a) WestGate IT Hub Pvt. Ltd., Bengaluru, India

The Indian operations and delivery-governance partner responsible for implementing “Talented Staff”, including Supplier coordination, candidate data collection, continuity oversight, and end-to-end operational management.

#### (b) Spectrum IT Hub Ltd., United Kingdom (“SH”)

The UK-based governance and client-side coordination partner, responsible for:

- UK-side representation of the “Talented Staff”
- promotions and market engagement
- supporting demand creation
- ensuring alignment between Supplier capabilities and UK client requirements



### (c) The Supplier (Employer)

An organisation incorporated in India that employs permanent staff and nominates such employees for participation in the “**Talented Staff**” as Landed, Banked, Backup, or Ramp-Up resources.

WestGate and the Supplier shall be the formal contracting Parties (“the Parties”).

SH is referenced for governance and information purposes.

- In the event of any conflict between this Master SLA and the Filed SLA (Call-Off), the terms of the Filed SLA shall prevail for that specific engagement

### Scope of Agreement

This Agreement governs all Supplier participation in the “**Talented Staff**”, including but not limited to:

- candidate nomination, validation, and data submission
- banking and activation processes
- 1:1 backup continuity readiness
- utilisation, performance, and attendance
- billing, invoicing, and payment flows
- compliance, governance, and audit requirements

All Landed, Banked, Backup, and Ramp-Up resources are managed through the “**Talented Staff**”

**CRM Governance Platform (CRM)** and its associated operational processes.

Each active engagement will be governed through a **Filed SLA (“Call-Off”)**, issued at the time of activation and requiring signatures from both contractual Parties (WestGate and Supplier).

This is not the final version of the Agreement; updated versions (including V0.1A or V0.2 or V0.3 or higher) may be issued as the “Talented Staff” matures and will require re-execution.

## 2. Background & Objective

### 2.1 Background

The “**Talented Staff**” – **Staff Sharing Engagement Model** is a governed talent-sharing framework designed to connect India-based Suppliers with UK-based client opportunities including enterprises, recruitment agencies, and software houses through a structured, compliant, and continuity-focused operating process.

The “Talented Staff” operating structure is supported by:

- **WestGate IT Hub Pvt. Ltd. (India)** – responsible for Supplier coordination, operational governance, continuity oversight, data validation, and delivery management.
- **Spectrum IT Hub Ltd. (UK)** – responsible for UK-side representation, promotional activities, early demand generation, and ensuring alignment between Supplier capabilities and UK client requirements.

Through “Talented Staff”’s secure governance framework and structured processes, it enables Suppliers to:

- Present and validate their permanent employees for international opportunities
- Participate under a unified rate-locked commercial model
- Maintain continuity through 1:1 Backup and Ramp-Up obligations
- Deliver services with compliance, transparency, and predictable financial assurance

**These entities together form the governed operational framework through which all Supplier engagements are managed.**

### 2.2 Objective

The objective of this SLA is to establish a clear, transparent, and governed model for India-based Suppliers participating in the “Talented Staff”. This Agreement ensures that all resources are



deployed, banked, and delivered under a uniform set of commercial, operational, and compliance standards.

#### **Key objectives include:**

1. Rate Protection:  
Safeguarding Supplier interests through the “Talented Staff” Rate-Lock and 50-day minimum usage commitment from Clients.
2. Continuity Assurance:  
Safeguarding Clients through ensuring supplier’s uninterrupted delivery through 1:1 Backup, Ramp-Up, and Knowledge-Transfer (KT) readiness.
3. Governed Operations:  
Preserving “Talented Staff”’s standards for governance, compliance, data protection, and operational integrity.
4. Scalability and Transparency:  
Providing a unified framework through which Suppliers can scale their workforce internationally with predictable commercial terms and audit-ready documentation.

This SLA ensures that every participating Supplier remains compliant, auditable, and internationally deployable within the single governed ecosystem.

### **3. Key Definitions**

For the purposes of this Agreement, the following terms shall have the meanings set out below:

#### **3.1 Landed Resource**

A verified permanent employee nominated by the Supplier and accepted within “Talented Staff” after successful credential and tenure validation.

#### **3.2 Banked Resource**

A Landed Resource formally reserved for a Client under “Talented Staff” for up to fifty (50) weeks, with a rate-lock and minimum usage commitment, governed through the “Talented Staff” CRM.

#### **3.3 Backup Resource (1:1 Continuity Model)**

A fully validated, KT-ready permanent employee nominated by the Supplier on a strict 1:1 ratio to each Banked Resource.

A Backup Resource must:

- possess a similar skillset and capability as the primary Banked Resource
- have a minimum of twelve (12) months continuous employment with the Supplier
- be available for immediate continuity activation
- complete Backup KT as required
- meet all compliance requirements under “Talented Staff”

Backup activation must be managed in a way that ensures zero loss of service days for the Client on any Activated Day.

#### **3.4 Ramp-Up Capacity**

A pre-declared pool of additional employees within the Supplier organisation who may be requested by the Client for expansion or new scope under “Talented Staff”.

Ramp-Up obligations include:



### **(a) Confirmation Requirement**

The Supplier must confirm acceptance of a Ramp-Up request within three (3) business days of receiving the request.

### **(b) Activation Requirement**

Once acceptance is confirmed, the Supplier must ensure the Ramp-Up Resource is ready for activation within five (5) business days from the date of confirmation.

#### **Ramp-Up Resource Criteria:**

Ramp-Up Resources must have:

- suitable and relevant skillsets
- employment verification and compliance readiness
- KT readiness (Client-funded)
- confirmed availability to start within the 5-day activation window

### **3.5 Activated Day**

A specific day or defined period confirmed by the Client for utilisation of a Banked Resource or Backup Resource. Each Activated Day constitutes a billable commitment under “Talented Staff” and must be recorded in the “Talented Staff” CRM.

### **3.6 Minimum Usage Commitment**

The Client’s contractual obligation to pay for a minimum of fifty (50) billable days per Banked Resource per contract year, regardless of actual utilisation.

### **3.7 Rate-Lock**

The fixed daily rate agreed at the time a resource is Banked, valid for fifty (50) weeks and not subject to change unless mutually amended in writing through a Call-Off Amendment.

### **3.8 “Talented Staff” CRM (“Talented Staff” Governance Platform)**

The secure, governed digital platform used for:

- Supplier registration and administration
- resource and credential validation
- Banking and activation
- timesheet submission and approval
- continuity tracking and notifications
- invoicing, reconciliation, and audit reporting

All operational, delivery, and governance processes under “Talented Staff” are executed through the CRM.

### **3.9 Knowledge Transfer (KT)**

KT under “Talented Staff” is categorised into two defined scenarios:

#### **(A) Backup KT (Continuity Support)**

KT performed to ensure a Backup Resource can seamlessly replace a Banked Resource with zero loss of service days.

Requirements:

- conducted when a Backup Resource is activated or pre-activation as required
- duration: within five (5) days of BANKING of primary resource
- Supplier ensures availability of both primary and Backup resources
- recorded in the CRM

Cost Responsibility:

👉 Supplier-funded (no charge to the Client)



### (B) Ramp-Up KT (Client Expansion Readiness)

KT performed to prepare additional resources when the Client expands scope under “Talented Staff”.

Requirements:

- conducted before the Ramp-Up Resource’s official start date
- duration: up to five (5) days, unless otherwise agreed
- recorded in the CRM
- Supplier ensures readiness and attendance

Cost Responsibility:

👉 Client-funded (KT charges agreed with Client)

### (C) General KT Standards (Applicable to All KT)

- All KT events must be logged in the CRM
- KT is mandatory for continuity or expansion requirements
- Supplier must complete KT within defined timelines
- Any KT delay or failure must be reported immediately to WestGate Governance
- KT timelines must follow what is defined in the Call-Off

## 3.10 Continuity

The uninterrupted delivery of Client services, ensuring zero loss of service days on any Activated Day, achieved through activation of a Backup Resource (1:1) or a Ramp-Up Resource under governed KT requirements.

## 3.11 Call-Off (Filed SLA)

A binding engagement document issued at activation, defining:

- role and scope
- rate and duration
- start date
- delivery expectations
- commercial terms & other all necessary

A Call-Off must be jointly signed by WestGate and the Supplier before activation becomes effective.

## 3.12 Client

An organisation in the United Kingdom (enterprise, recruitment agency, or software house) for whom Supplier resources may be Banked or activated through “Talented Staff”.

## 3.13 Additional Definitions (For Clarification)

- **Day:** “Day” means a Business Day in the Client’s region, on which the Resource is required to deliver services, regardless of whether that day is a traditional working day in India.
- **Overtime – Weekend or Bank Holiday Work:** Any delivery performed on weekends or public/bank holidays in the Client’s region will be paid at an additional rate, which shall be mutually agreed and documented in the Filed SLA (Call-Off) for that specific engagement.

## 4. Supplier Obligations

The Supplier agrees to comply with the following obligations throughout the term of this Agreement:

### 4.1 Eligibility & Registration

The Supplier shall:

1. Nominate only **permanent employees** with a minimum of **twelve (12) months of continuous employment**.
2. Ensure that all nominated employees (“Resources”) remain on the Supplier’s payroll for the full duration of any Banking or Activation period.



3. Ensure all statutory payments (PF/ESI/taxes/benefits) remain fully compliant and up to date.
4. Provide valid documentation upon request, including identity, proof of employment, offer/experience letters, and certifications.

#### 4.2 Resource Accuracy & Data Submission

The Supplier shall:

1. Submit accurate candidate data, CVs, experience details, and employment history through the **“Talented Staff” CRM**.
2. Ensure no falsification, manipulation, or misrepresentation of information.
3. Update CRM records promptly when requested by WestGate or SH.
4. Report any changes (resignation, leave, illness, non-availability) **within 24 hours**.
5. Any deliberate misrepresentation shall be treated as a material breach.

#### 4.3 Backup Obligations (1:1 Continuity Requirement)

The Supplier shall:

1. Provide **one (1) Backup Resource for every one (1) Banked Resource**.
2. Ensure Backup Resources meet all eligibility, compliance, and KT requirements defined in Section 3.
3. Maintain availability of Backup Resources for **immediate continuity activation**.
4. Ensure Backup activation results in **zero loss of service days** to the Client.
5. Complete all necessary **Backup KT** (Supplier-funded) before or during activation.
6. Failure to maintain 1:1 Backup readiness may pause new Banking or Activation requests.

#### 4.4 Ramp-Up Obligations (Client Expansion)

The Supplier shall:

1. **Confirm acceptance** of any Ramp-Up request within **three (3) business days**.
2. Ensure the Ramp-Up Resource is **ready for activation within five (5) business days** of Supplier's confirmation.
3. Ensure Ramp-Up Resources meet all eligibility and verification requirements.
4. Ensure participation in **Client-funded Ramp-Up KT** (up to 5 days unless otherwise agreed).
5. Record all Ramp-Up progress, KT details, and readiness updates within the CRM.

Failure to meet Ramp-Up timelines may result in reassignment of opportunities.

#### 4.5 Equipment, Connectivity & Security

The Supplier shall:

1. Provide each Resource with a compliant laptop or workstation, licensed software, and stable connectivity that meets **ISO 27001** and **Cyber Essentials Plus** aligned security controls.
2. Maintain:
  - up-to-date antivirus
  - full-disk encryption
  - multi-factor authentication (MFA)
  - strong password enforcement
3. Ensure all devices and access meet minimum-security compliance required for UK clients.
4. Report any **security incident, breach, or hardware loss** to WestGate Governance within **24 hours**.

#### 4.6 Compliance & Payroll

The Supplier shall:

1. Remain the legal employer for all Resources, responsible for salaries, benefits, taxes, statutory remittances (PF, ESIC, GST, PT, etc.) and any local compliance obligations.



2. Ensure that invoices and payments between the Parties exclude VAT/GST unless legally required.
3. Ensure continuous payroll, insurance, and statutory compliance throughout any Banking or Activation.

#### 4.7 Conduct, Behaviour & Non-Contact

The Supplier shall ensure that all Resources:

1. Conduct themselves with professionalism, punctuality, and confidentiality at all times.
2. Comply with Client policies, communication etiquette, and task expectations.
3. Refrain from contacting or soliciting Clients directly unless expressly authorised in writing.
4. Avoid any bypassing, interference, or disruption of governed engagement channels.

Breach of this clause may lead to suspension or termination under Clause 13.

#### 4.8 Audit & Recordkeeping

The Supplier shall:

1. Maintain complete employment, timesheet, KT, and delivery records for a minimum of **six (6) years**.
2. Cooperate fully with WestGate and SH during audits, evidence checks, or compliance inspections upon **ten (10) business days' notice**.
3. Provide requested documents in a timely and accurate manner, including payroll proofs, employment records, and continuity logs.

#### 4.9 Financial & Subscription Obligations

The Supplier acknowledges the following:

1. The "**Talented Staff**" **system subscription** (or any applicable access fee) becomes payable from the second contractual year onward and is **non-refundable** once invoiced.
2. The Supplier shall remit a **seven percent (7%) service-participation fee** on each validated invoice payment received, payable to WestGate IT Hub Pvt. Ltd.
3. Failure to maintain an active subscription may result in temporary suspension of CRM access, visibility, or Banking ability until reinstated.

#### 4.10 Relaxation of Twelve-Month Tenure Requirement (Controlled Exception)

WestGate or SH may, for niche or high-demand skills, relax the twelve-month continuous employment requirement.

Any relaxation must be:

- communicated in writing through the CRM, AND
- explicitly stated in the Rate Card / Banking Confirmation or Call-Off.

All other Supplier obligations—including payroll, continuity, and 1:1 Backup—remain fully applicable.

#### 4.11 Evaluation Rights (Including Backups)

WestGate and/or the Client may conduct technical, professional, or behavioural evaluations of nominated, Landed, Banked, and Backup Resources.

The Supplier shall:

1. Ensure all such Resources are available and prepared for evaluation.
2. Acknowledge that passing an evaluation does **not guarantee** Banking or Activation.

#### 4.12 Non-Refundable Platform Charges

Any Supplier subscriptions, access fees, or renewal charges applied under "Talented Staff" are **non-refundable**, regardless of:

- utilisation level



- suspension of activity
- termination of this Agreement
- change in business requirements

#### 4.13 Points of Contact (PSC)

The Supplier shall nominate and maintain two official Points of Contact in the CRM:

1. **PSC – Governance:** responsible for compliance, audit, KT, and security updates.
2. **PSC – Business:** responsible for opportunity coordination and delivery communication.

Any changes to PSC details must be updated within **five (5) business days**.

### 5. “Talented Staff” (WestGate & SH) Obligations

“Talented Staff” (operated in India through WestGate IT Hub Pvt. Ltd., with UK-side governance and client coordination supported by Spectrum IT Hub Ltd. (“SH”)) agrees to uphold the following obligations to ensure transparent governance, operational continuity, and payment assurance for all participating Suppliers.

#### 5.1 Governance & Oversight

“Talented Staff” (via WestGate and SH) shall:

1. Maintain and operate the **“Talented Staff” CRM Governance Platform** as the single governed system for Supplier registration, resource validation, Banking, Activation, timesheet tracking, and SLA compliance.
2. Monitor Supplier performance metrics, 1:1 Backup readiness, continuity ratios, Ramp-Up responsiveness, and KT completion through dashboards and alerts.
3. Provide monthly utilisation, performance, governance, and compliance summaries to Suppliers through the CRM.
4. Maintain governed communication channels with UK Clients to ensure alignment between Client requirements and Supplier capabilities.

#### 5.2 Validation & Representation

“Talented Staff” shall:

1. Verify all nominated Resources for tenure, employment authenticity, eligibility, and skills alignment prior to Banking.
2. Represent Supplier Resources exclusively under **“Talented Staff”** during any Banking or Activation period.
3. Ensure accurate visibility of Supplier capabilities to UK Clients through coordinated UK-side engagement led by SH.
4. Maintain exclusivities for all Banked Resources during the BANK term, preventing conflicting or parallel representations within “Talented Staff”.
5. Maintain exclusivities for all Banked Resources during the ACTIVATION term, preventing conflicting or parallel representations outside “Talented Staff”.

#### 5.3 Commercial & Contractual Management

“Talented Staff” shall:

1. Manage upstream Client contracts through SH and WestGate, ensuring Client-side terms reflect the continuity, commercial, and governance framework defined in this SLA and related Call-Offs.
2. Enforce the **50-day minimum usage commitment** and **rate-lock protections** for Banked Resources, as agreed in the Call-Off.
3. Prevent Clients from engaging directly with Suppliers or their Resources outside the governed “Talented Staff” structure during active Banking or Activation.



4. Maintain commercial terms in the CRM, including applicable fees, rate-card information, and system notifications relevant to Supplier participation.

#### 5.4 Payment Coordination

“Talented Staff” (via WestGate) shall:

1. Process Supplier payments within **ten (10) business days** of receiving cleared funds from the Client, subject to CRM-approved timesheets and Call-Off terms.
2. Maintain full payment traceability within the CRM, including reconciliation statements and payment logs for Supplier verification and audit.
3. Deduct a **seven percent (7%) service-participation fee** from each cleared invoice payment, as set out in Clause 4.9, and remit the **net amount** to the Supplier’s designated bank account.

#### 5.5 Security & Data Protection

“Talented Staff” (WestGate & SH) shall:

1. Maintain governance aligned with **ISO 27001** and **Cyber Essentials Plus** standards across the “Talented Staff” CRM and managed operational processes.
2. Ensure encryption, access controls, multi-factor authentication (MFA), and audit trails are implemented across CRM modules.
3. Notify the Supplier of any material data breach within **seventy-two (72) hours** of identification, where such breach materially impacts Supplier or Resource data.
4. Ensure secure storage, restricted access, and lawful handling of Supplier, Resource, and Client information.

#### 5.6 Continuity & Ramp-Up Oversight

“Talented Staff” shall:

1. Track and enforce **1:1 Backup compliance** and Ramp-Up responsiveness through the CRM, helping to ensure **zero loss of service days** on any Activated Day.
2. Coordinate **Client-funded Ramp-Up KT** and **Supplier-funded Backup KT**, verifying that such KT is completed and recorded in the CRM.
3. Where continuity failures occur, assist (where practicable) in activating alternate resources from other verified pools participating in “Talented Staff”.
4. Provide Suppliers with visibility of continuity and utilisation metrics through CRM-based dashboards or reports.

#### 5.7 Market Development & Supplier Enablement

“Talented Staff” (via SH and WestGate) shall:

1. Actively promote Supplier capabilities to UK Clients through “Talented Staff” channels and SH-led engagement with enterprises, recruitment agencies, and software houses.
2. Provide, where available, market insights, skill-demand signals, and advisory updates to help Suppliers plan hiring and readiness for future requirements.
3. Maintain transparency in:
  - o rate-card or policy updates,
  - o eligibility relaxations,
  - o governance bulletins relevant to “Talented Staff” participation.
4. Support ongoing communication and coordination with Suppliers through the CRM and designated PSC contacts defined in Clause 4.13.

### 6. Engagement Workflow



All engagements between “Talented Staff” (operated through WestGate with UK governance support from SH) and the Supplier shall follow the governed **five-step operational workflow** described below.

Each step requires explicit confirmation and, where applicable, formal signatures before proceeding.

## 6.1 Step 1 — Search & Shortlisting

WestGate and SH identify relevant opportunities from UK-based Clients and shortlist Supplier Resources based on:

- skills and experience,
- verified tenure,
- availability,
- compliance readiness.

Only validated **Landed Resources** may be presented to Clients, and **only after Client approval** can they proceed to the Banking stage.

## 6.2 Step 2 — Banking (Resource Reservation)

Banking occurs **only after the Client approves the shortlisted Resource**.

“Talented Staff” (via WestGate) shall:

1. Verify the Resource’s tenure, eligibility, and employment authenticity.
2. Verify **1:1 Backup** coverage and KT readiness.
3. Confirm compliance status in the CRM.

Upon Client approval and “Talented Staff” verification:

- the Resource is formally **Banked**,
- reserved exclusively for that Client,
- locked under a governed **rate-lock and 50-day minimum usage commitment**,
- and made ready for Activation.

## 6.3 Step 3 — Activation (Filed SLA / Call-Off)

Activation can only occur **after the Client approves the Banked Resource for start**.

“Talented Staff” (via WestGate) shall issue a **Filed SLA (“Call-Off Document”)** specifying:

- role and responsibilities,
- daily rate,
- start date,
- duration,
- continuity requirements,
- commercial terms.

The Call-Off:

1. Must be signed by **WestGate and the Supplier** before Activation.
2. Does **not** automatically form part of the Master SLA without separate execution.
3. Is binding only for the specific engagement where the Client has approved the Resource.

Activation becomes effective **only after**:

1. **Client approval**,
2. **Call-Off signature by both Parties**,
3. **CRM confirmation of Activation**.

## 6.4 Step 4 — Delivery & Continuity

The Supplier shall ensure end-to-end delivery through:

- the **Client-approved Banked Resource**, or



- the **Client-accepted Backup Resource (1:1)** when continuity is triggered.

Supplier obligations include:

1. Ensuring **zero loss of service days** on any Client-Approved Activated Day.
2. Maintaining weekly timesheets, attendance, KT logs, and utilisation entries in the "**Talented Staff**" CRM.
3. Ensuring all delivery aligns with Client expectations, policies, and acceptance criteria.

"Talented Staff" (via WestGate and SH) validates:

- performance quality,
- continuity compliance,
- Backup readiness,
- adherence to Client approval and delivery rules.

## 6.5 Step 5 — Reporting, Invoicing & Payment

"Talented Staff" (via WestGate) shall:

1. Raise invoices to the Client **only for Client-approved timesheets** and Client-approved Activated Days.
2. After receiving **cleared Client payments**, release payments to the Supplier within **ten (10) business days**.
3. Deduct the applicable 7% service-participation fee as defined in Clause 4.9.
4. Maintain all reconciliation logs, approvals, payment statements, and audit trails in the CRM.

All financial records remain accessible to Suppliers through the "**Talented Staff**" CRM, including:

- Client-approved timesheets
- payment logs
- reconciliation statements
- activation history
- Banking records

## 7. Continuity Framework (Backup & Ramp-Up)

This section defines the governed continuity requirements applicable to all Banked and Activated engagements under "Talented Staff". Suppliers must ensure uninterrupted delivery for all Client-Approved Activated Days through 1:1 Backup alignment and defined KT obligations.

### 7.1 Continuity Principle

"Talented Staff" operates on a strict **zero loss of service days** principle.

Uninterrupted delivery must be ensured through:

- the **Banked Resource**, or
- the **1:1 Backup Resource** where continuity is triggered.

Ramp-Up Resources are **not continuity substitutes**.

### 7.2 Continuity Triggers

Continuity is considered triggered when a Banked Resource becomes unavailable due to:

1. resignation,
2. illness or medical leave,
3. unexplained absence,
4. performance failure,
5. personal emergencies,
6. escalation from the Client or SH.

These triggers always activate the designated **1:1 Backup**, never Ramp-Up.



### 7.3 Backup Activation Requirements (1:1 Model)

When continuity is triggered:

1. Supplier must notify WestGate Governance **immediately**.
2. Supplier must activate the **designated 1:1 Backup Resource without delay**, ensuring no interruption in service.
3. All required **Backup KT (Supplier-funded)** must be completed to enable immediate takeover.
4. WestGate shall update the CRM to record activation and continuity restoration.

Failure to activate the Backup in time constitutes a continuity failure under Clause 7.8.

### 7.4 Ramp-Up (Client Expansion Only)

Ramp-Up is used **only** when the Client increases scope or workload under the same project or Call-Off ecosystem.

Ramp-Up is **additional manpower**, not a replacement for Backup.

The Supplier shall:

1. Confirm acceptance of any Ramp-Up request within **three (3) business days**.
2. Mobilise the Ramp-Up Resource within **five (5) business days** of acceptance.
3. Complete **Client-funded Ramp-Up KT** prior to Ramp-Up activation.
4. Ensure Ramp-Up delivery runs *in parallel*, not as a substitute for any Banked or Backup Resource.

Ramp-Up performance is **not** linked to continuity evaluation.

### 7.5 Knowledge Transfer (KT)

#### Backup KT — Continuity Support

- Supplier-funded
- Up to 5 days
- Ensures Backup is ready for immediate takeover

#### Ramp-Up KT — Expansion Support

- Client-funded
- Up to 5 days (unless otherwise agreed)
- Prepares additional manpower for increased load

#### General KT Rules

- All KT must be logged in CRM
- Supplier must ensure attendance and cooperation
- KT delays must be escalated immediately

### 7.6 Escalation Path

1. Supplier notifies WestGate Governance of continuity issue
2. Supplier submits Backup activation plan
3. **By same/next Activated Day:** Backup Resource must deliver without interruption
4. **Within 24 hours:** CRM updated with continuity actions

SH may intervene directly with the supplier/client if continuity risk persists.

### 7.7 “Talented Staff” Governance Support

“Talented Staff” (WestGate + SH) shall:

1. Monitor continuity indicators through CRM dashboards
2. Alert Suppliers where continuity risks are detected
3. Support escalation management and coordination
4. Provide verified alternates only when Backup activation fails



5. Provide transparency through continuity and utilisation reports

## 7.8 Continuity Failure & Remedies

A continuity failure occurs when:

- Backup is not activated in time
- service days are lost
- Client escalates due to lack of coverage
- delivery collapses or becomes inconsistent

Remedies may include:

1. pause of new Banking requests
2. requirement to nominate a new Backup
3. suspension of future Activations
4. termination of specific Call-Offs

Repeated continuity failures may result in Supplier suspension from “Talented Staff”.

## 7.9 No Impact to Supplier Earnings

Continuity obligations do **not reduce the Supplier’s agreed daily rate**, unless stated in the Call-Off or unless KT is Supplier-funded (Backup KT).

Ramp-Up and continuity obligations remain financially independent.

## 7.10 Client Acceptance for Continuity

Where a Backup Resource is activated:

1. Client acceptance is mandatory before billable delivery begins.
2. Delivery is billable only from the first **Client-Approved Activated Day**.
3. CRM must reflect approval, activation, continuity details, and KT status.

## 8. Commercials & Payment Terms

This section defines the commercial terms applicable to all Banking and Activation engagements under “Talented Staff”. All financial processes shall be executed through the “Talented Staff” CRM Governance Platform.

### 8.1 Daily Rate Agreement

1. For each engagement, the Supplier shall propose a daily rate for the nominated Resource(s).
2. The rate becomes final only when the Client approves the Resource for Banking.
3. The agreed rate shall be documented in the **Call-Off (Filed SLA)** and will remain unchanged for the full Banking period, unless mutually amended in writing.

### 8.2 Rate-Lock (50-Week Stability)

Once a Resource is Banked:

1. The daily rate is **locked for fifty (50) weeks** from the Banking date.
2. No rate changes shall apply during this period unless:
  - a mutually agreed Call-Off amendment is executed, or
  - the Client approves an updated rate following renegotiation.
3. Rate-Lock applies to:
  - the Banked Resource
  - the Backup Resource (if Activated)
  - any continuity days delivered by the Backup Resource.

### 8.3 Minimum Client Usage Commitment (50 Days)

For every Banked Resource:

1. The Client is contractually required to provide a **minimum of fifty (50) billable Activated Days per contractual year**.



2. “Talented Staff” (via SH and WestGate) shall enforce this commitment through upstream Client contracts.
3. The Supplier is entitled to receive payment for fifty (50) Activated Days, regardless of actual utilisation, provided the Supplier maintains all continuity and delivery obligations.

#### 8.4 Timesheet Validation & Approval

1. Only **Client-approved** timesheets submitted through the CRM shall be used for invoicing.
2. Timesheets must be:
  - o submitted weekly by the Supplier’s Resource,
  - o reviewed by Supplier PSC,
  - o approved by the Client,
  - o validated by WestGate Governance.
3. Timesheets not approved by the Client will not be considered billable.

#### 8.5 Invoicing & Payment Flow

##### 8.5.1 Supplier Invoicing

The Supplier shall:

1. Raise invoices strictly based on **Client-approved Activated Days**.
2. Use the invoice format provided in the CRM.
3. Ensure invoices match CRM records exactly.
4. Submit invoices within the timeline defined in the Call-Off.

##### 8.5.2 “Talented Staff” Payment to Supplier

“Talented Staff” (via WestGate) shall:

1. Raise invoices to the Client based on Client-approved timesheets.
2. Upon receiving **cleared funds** from the Client, remit payment to the Supplier within **ten (10) business days**.
3. Maintain full payment traceability in the CRM.

##### 8.5.3 Financial Eligibility

Suppliers must have:

- active bank details,
- active “Talented Staff” subscription (from Year 2 onwards),
- updated PSC information,
- compliant invoicing documents.

#### 8.6 “Talented Staff” Service-Participation Fee (7%)

1. A **seven percent (7%) service-participation fee** shall be deducted from each cleared invoice.
2. This fee is payable to **WestGate IT Hub Pvt. Ltd.**, covering coordination, governed operations, CRM handling, and India-side programme management.
3. The Supplier acknowledges that this fee is:
  - o fixed for V0.1,
  - o non-refundable,
  - o automatically deducted before Supplier disbursement.

#### 8.7 “Talented Staff” Governance Mark-Up (Client Side) — High-Level Reference

(Full details to be implemented in V0.1A / V0.2/V0/3/Higher)

1. “Talented Staff” may apply an internal governance mark-up to Client-side commercial rates to cover UK-based:
  - o governance,



- operational oversight,
  - sales and market engagement,
  - client management activities.
2. This mark-up is applied **on the Client side only** and **does not affect the Supplier's daily rate**.
  3. The Supplier shall not be responsible for any portion of this governance mark-up.
  4. Details of this structure will be defined in future versions, without affecting this Agreement.

## 8.8 Currency, Taxes & Exchange Rates

1. All Supplier payments shall be processed in **Indian Rupees (INR)** unless stated otherwise in the Call-Off.
2. GST or other taxes shall apply only where legally required.
3. Exchange rate fluctuations shall not impact the Supplier's agreed rate.
4. "Talented Staff" will manage foreign currency and cross-border billing independently through its internal processes.

## 8.9 No Direct Negotiations

During any Banking or Activation:

1. The Supplier shall not negotiate rates, discounts, or payment terms directly with the Client.
2. All commercial discussions must be routed through "Talented Staff" (WestGate + SH).
3. Violation of this clause may result in suspension of Banking rights.

## 8.10 Commercial Amendments

1. Any change to rates, usage commitments, or financial terms shall require a **Call-Off Amendment**, signed by WestGate and the Supplier.
2. No verbal agreements or email confirmations shall constitute a commercial change.
3. All amendments must be recorded in the CRM.

# 9. Service Levels & Escalations

## 9.1 Service Level Metrics

Area	SLA Metric	Target
Eligibility	Resources with $\geq 12$ months continuous employment	<b>100% compliance</b>
Backup Activation	Backup must deliver with <b>zero loss of service days</b> on any Client-Approved Activated Day	<b>100% continuity</b>
Ramp-Up Response	Supplier must <b>confirm acceptance within 3 business days</b> and <b>activate within 5 business days</b>	<b>100% responsiveness</b>
Timesheet Submission	Weekly timesheets submitted in CRM and approved by Client	<b>100% compliance</b>
Payment to Supplier	$\leq 10$ business days after "Talented Staff" receives cleared Client funds	<b>100% adherence</b>

These service levels apply to all Banked, Activated, Backup, and Ramp-Up engagements within "Talented Staff".



## 9.2 Escalation Framework

Unresolved operational, delivery, continuity, or commercial issues shall follow the governed escalation path below:

### 1. Stage 1 – Delivery Level

Resolution between the Supplier's PSC–Business and “Talented Staff” delivery coordinators (WestGate / SH) within **five (5) business days**.

### 2. Stage 2 – Governance Level

Escalation to the **“Talented Staff” Governance Office** (WestGate Governance + SH Governance) and the Supplier's PSC–Governance for structured review and corrective action.

### 3. Stage 3 – Executive Level

Final review and decision by Directors or authorised senior representatives of both Parties.

If the matter remains unresolved after Executive Level review, the dispute shall proceed to **mediation or arbitration** under Clause 16 of this Agreement.

## 9.3 Service Credit Framework

A light-weight service credit mechanism shall apply to maintain fairness and accountability between the Parties.

Service credits may be applied in the following scenarios:

- delays in Backup activation resulting in service impact,
- continuity misses,
- delays in Ramp-Up activation post confirmation,
- repeated failure to meet CRM submission requirements.

### Key parameters:

1. Service credits shall be **capped at ten percent (10%) of total fees per quarter**.
2. Credits shall apply only where delivery or continuity failures are attributable to the Supplier.
3. Service credits do **not** apply to Client-side delays, dependency failures, or upstream payment delays.
4. All credit assessments shall be logged and viewable within the CRM under the “Service Credit Framework” operational note.
5. The Service Credit Framework functions as an **operational annex** and may be updated as “Talented Staff” matures

## 10. Competition & Penalties

### 10.1 Non-Competition & Non-Circumvention

Clause	Description
<b>Obligation</b>	The Supplier shall not, during the term of this Agreement and for <b>24 months thereafter</b> , directly or indirectly engage, contract, solicit, or transact with any <b>“Talented Staff” Client</b> , or stakeholder introduced through “Talented Staff”, WestGate, or SH.
<b>Communication Restriction</b>	All Client communication must be routed strictly through authorised “Talented Staff” channels managed by <b>WestGate (India)</b> and <b>SH (UK)</b> .
<b>Prohibited Actions</b>	Direct approach, bypass, circumvention, negotiation, delivery, or representation outside “Talented Staff”-governed channels.
<b>Breach Type</b>	Any unauthorised dealings shall constitute a <b>material breach</b> of this Agreement.



## 10.2 Contractual Charge for Circumvention

Clause	Description
<b>Trigger</b>	Proven circumvention, direct engagement, solicitation, or unauthorised contracting with an “Talented Staff” Client or stakeholders introduced through WestGate/SH/Talented Staff
<b>Charge Amount</b>	<b>Up to 3x (three times)</b> the Supplier’s highest serviced-year revenue under the “Talented Staff” programme <b>OR 1 Crore INR whichever is higher</b>
<b>Purpose of Charge</b>	Represents a <b>genuine pre-estimate of loss</b> , covering governance disruption, loss of goodwill, Client impact, and operational damages.
<b>Additional Rights</b>	“Talented Staff” (via WestGate/SH) may seek injunctions, equitable remedies, and termination for cause, in addition to the charge.
<b>Survival</b>	This clause survives termination of the Agreement.

## 10.3 Service Credits & Operational Penalties

#	Breach Type	Trigger Condition	Credit / Deduction / Governance Impact
1	<b>Continuity Failure (Highest Severity)</b>	No Banked or Backup Resource available on a <b>Client-Approved Activated Day</b> (zero-day loss violated)	<b>Daily rate × missed days + breach recorded;</b> repeated failures may suspend Banking/Activation
2	<b>Backup Activation Delay</b>	Backup Resource not available for the <b>Client-Approved Activated Day</b>	<b>2 × daily rate × missed days</b>
3A	<b>Ramp-Up Confirmation Delay</b>	Supplier fails to confirm Ramp-Up request within <b>3 business days</b>	<b>Governance breach recorded</b> (affects Supplier credibility; may pause new Banking access)
3B	<b>Ramp-Up Deployment Delay</b>	Supplier fails to deploy Ramp-Up Resource within <b>5 business days</b> after confirming acceptance	<b>3 × daily rate × missed days</b>
4	<b>CRM Non-Compliance (Critical)</b>	Missing weekly timesheets, attendance, KT logs, utilisation entries, <b>OR two consecutive missed CRM updates</b>	<b>Payment hold</b> on disputed portion until rectified + governance breach recorded; repeated failures may suspend Banking/Activation
5	<b>Repeated Breach</b>	Any <b>3 breaches</b> (any type) within <b>6 months</b>	Suspension of new Banking and Activation until governance review

### Mandatory CRM Rule:

**No CRM update = No timesheet = No invoice = No payment.**

“Talented Staff” cannot invoice Clients or validate continuity without CRM records.

## 10.4 Credit Cap

Clause	Description
<b>Quarterly Maximum</b>	Total service credits/deductions shall not exceed <b>10%</b> of fees payable in any calendar quarter.
<b>Non-Financial Actions</b>	The cap does <b>not</b> limit governance actions such as suspension of Banking, pausing Activation, or removal from opportunities.



<b>Transparency</b>	All credits, deductions, and governance notes will be logged in “ <b>Talented Staff</b> ” CRM and reviewed during governance sessions.
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## 10.5 Cure & Escalation

Clause	Description
<b>Cure Period</b>	Supplier has <b>5 business days</b> from written notice to rectify any breach.
<b>If Not Cured</b>	“Talented Staff” may apply credits/deductions, pause Banking or Activation, trigger governance review, or escalate to Executive Level.
<b>Repeated or Severe Breach</b>	May result in termination for cause following escalation procedures in <b>Section 9</b> .
<b>Recording</b>	All cure actions, escalations, and timelines shall be recorded in CRM.

## 11. Confidentiality, Data & Security

### 11.1 Data Protection Framework

Clause	Description
<b>Applicable Law</b>	“Talented Staff” operates in accordance with <b>UK GDPR</b> , the <b>Data Protection Act 2018</b> , and applicable Indian data protection laws.
<b>Parties as Controllers/Processors</b>	For the avoidance of doubt: WestGate, SH, and the Supplier act as <b>independent data controllers</b> for their respective processing obligations, unless specified otherwise in a Call-Off.
<b>Lawful Processing</b>	All Supplier-submitted data must be: accurate, lawful, relevant, and updated regularly in the “Talented Staff” CRM.
<b>Data Minimisation</b>	Only information necessary for Banking, Activation, continuity, invoicing, and governance may be collected or processed.

### 11.2 Supplier Data Responsibilities

Responsibility	Description
<b>Accuracy</b>	Supplier must ensure all Resource/PSC data provided into the CRM is truthful, current, and lawful.
<b>Timeliness</b>	Any change in employment status, availability, resignation, or risk must be reported <b>within 24 hours</b> .
<b>Compliance</b>	Supplier must comply with all applicable data protection obligations, including secure transmission of documents.
<b>Deletion Requests</b>	Where a Resource or Client requests deletion or correction of data, Supplier must support “Talented Staff” in completing this within prescribed timelines.

### 11.3 “Talented Staff” (WestGate & SH) Data Responsibilities

Responsibility	Description
<b>Secure Processing</b>	“Talented Staff” shall process Resource, Supplier, and Client data strictly for governed operations—Banking, Activation, continuity, invoicing, compliance, and governance.
<b>Lawful Sharing</b>	Data will only be shared with UK Clients where necessary for selection, interview, Banking, Activation, or governance purposes.



<b>Retention</b>	Data shall be retained only as long as needed for operational or audit purposes (up to 6 years unless required longer by law).
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#### 11.4 Information Security Standards

Security Requirement	Description
<b>ISO 27001 Alignment</b>	WestGate, SH, and “Talented Staff” CRM operate in alignment with <b>ISO 27001 information security controls</b> .
<b>Cyber Essentials Plus</b>	SH-led UK operations adhere to <b>Cyber Essentials Plus</b> principles for device, access, and connection security.
<b>Encryption</b>	All sensitive data transferred through “Talented Staff” CRM must be encrypted in transit and at rest.
<b>Access Controls</b>	Supplier access is role-restricted through MFA, least privilege, and session management.
<b>Audit Trails</b>	CRM maintains audit logs of all updates, uploads, deletions, approvals, and modifications.

#### 11.5 Confidentiality Obligations

Clause	Description
<b>Non-Disclosure</b>	The Supplier shall not disclose any “Talented Staff”, WestGate, SH, or Client data or materials to third parties without written consent.
<b>Use Limitation</b>	Resource, Client, and opportunity information may only be used for delivery under “Talented Staff”—not for parallel or competing engagements.
<b>Document Handling</b>	All CVs, documents, and artefacts must be securely stored and accessed only for operational purposes.
<b>Staff Confidentiality</b>	The Supplier must ensure all employees involved follow confidentiality and non-disclosure rules.

#### 11.6 Data Breach Notification

Party	Requirement
<b>Supplier</b>	Must notify WestGate Governance of any security incident, device loss, or suspected breach <b>within 24 hours</b> .
<b>“Talented Staff” (WestGate + SH)</b>	Will notify the Supplier of any material breach within <b>72 hours</b> of identification, in line with UK GDPR.
<b>Joint Response</b>	Supplier must support WestGate/SH in investigation, mitigation, and remediation activities.

#### 11.7 Return & Destruction of Data

Clause	Description
<b>On Termination</b>	Upon request or termination, Supplier must return or permanently delete all “Talented Staff”, Client, and Resource data unless retention is legally required.
<b>Certification</b>	Supplier shall certify destruction upon request.
<b>Exclusion</b>	Accounting or statutory documents required under law may be retained by the Supplier.



## 12. Brand, Non-Contact & Non-Circumvention

The Supplier agrees to the following intellectual property and confidentiality rules:

1. All “Talented Staff” IP belongs to WestGate and SH
  - All “Talented Staff” processes, templates, workflows, CRM structures, confirmations, and governance materials are owned by WestGate IT Hub Pvt. Ltd. and Spectrum IT Hub Ltd. (SH).
  - No ownership or rights transfer to the Supplier.
2. Allowed Use
  - Supplier may use “Talented Staff” documents, templates, and CRM access only for “Talented Staff” participation (Banking, Activation, continuity, invoicing, and governed delivery).
3. Not Allowed
  - Do not copy, share, publish, or distribute any “Talented Staff” material to external parties.
  - Do not use “Talented Staff” processes or CRM screens to build or support a competing model.
  - Do not use the names or logos of “Talented Staff”, WestGate, or SH in public materials without written approval.
  - Do not share internal “Talented Staff” artefacts (screenshots, rate cards, templates) with Clients, candidates, or any third party.
4. CRM Access
  - Supplier receives limited CRM access only for operational use.
  - Access may be restricted or withdrawn if misused or if SLA requirements are breached.
5. Continuation After Termination
  - These confidentiality and IP obligations remain valid for five (5) years after this Agreement ends

## 13. Audit, Compliance & Ethics

1. “Talented Staff” (via WestGate and SH) may audit Supplier performance, records, and compliance with **10 business days’ notice**.
2. The Supplier must comply with all applicable laws and ethical standards, including:
  - a. anti-bribery and anti-corruption requirements,
  - b. modern slavery and human rights regulations,
  - c. equality, diversity, and inclusion principles.
3. The Supplier must retain employment, payroll, attendance, and timesheet records for **six (6) years** and provide them upon request.
4. Any unethical, fraudulent, or non-compliant behaviour may result in **immediate suspension or termination** of participation in “Talented Staff”.

## 14. Suspension & Termination

1. “Talented Staff” (via WestGate/SH) may suspend or terminate this Agreement immediately if:
  - the Supplier records **three (3)** or more SLA breaches within six months,
  - any data-security or confidentiality violation occurs, or
  - required by law, regulation, or government authority.
2. Either Party may terminate this Agreement with **30 days’ written notice**.
3. Upon termination, the Supplier must:



- complete all required Knowledge Transfer (KT),
  - submit any pending timesheets and invoices,
  - return or securely delete all “Talented Staff” or Client data.
4. Final payments will be released **only after** KT completion, CRM compliance, and reconciliation of all records.

## 15. Liability & Force Majeure

### 15.1 Limitation of Liability

1. Each Party's aggregate liability under this Agreement shall not exceed three (3) times the Supplier's highest annual fees earned under the “Talented Staff” programme **OR 1 Crore INR whichever is higher**, except that the Supplier remains fully liable, without limitation, for:
  - continuity failures,
  - data-security or confidentiality breaches,
  - fraud, misrepresentation, or wilful misconduct.
2. Neither Party shall be liable for indirect or consequential losses, including loss of profit, goodwill, or anticipated business.

### 15.2 Force Majeure

1. Neither Party shall be liable for delays or failure to perform caused by events outside their reasonable control, including natural disasters, war, government restrictions, pandemics, or industrial action.
2. If such an event continues for more than **30 consecutive days**, either Party may terminate the affected engagement by written notice without penalty.

## 16. General Clauses

1. This Agreement constitutes the **entire understanding** between the Parties and supersedes all prior proposals, discussions, or arrangements.
2. Any amendment or variation to this Agreement must be **in writing** and signed by authorised representatives of both Parties.
3. Neither Party may assign or transfer its rights or obligations without prior written consent, **except that “Talented Staff” (via WestGate/SH) may assign to its affiliates as part of operational governance.**
4. Notices shall be deemed properly served when delivered by **registered email or courier** to the contact addresses specified in the Filed SLA (Call-Off Document).
5. Failure by either Party to enforce any clause shall not constitute a **waiver** of its rights under this Agreement.

## 17. Governing Law & Dispute Resolution

1. Both Parties shall first attempt to resolve any dispute or disagreement through **good-faith discussion** between their designated points of contact.
2. If the matter is not resolved through discussion, the Parties may refer the issue to **mediation**, to be arranged mutually and conducted in English.
3. If mediation does not resolve the dispute, the matter shall be settled through **binding arbitration**, conducted in English, at a location agreed by both Parties.
4. During any dispute process, the Supplier must continue providing services, continuity coverage, CRM updates, and KT support **without interruption** until a replacement is arranged or a final decision is reached.



5. This Agreement shall be governed by and interpreted in accordance with the **laws of England & Wales**, and the courts of England & Wales shall have **exclusive jurisdiction** for matters not resolved through arbitration.

## 18. Signatures

This Agreement is executed on the date set forth below by authorised representatives of both Parties.

### For and on behalf of WestGate IT Hub Pvt. Ltd. ("Talented Staff")

<b>Name</b>	Ayush Kumar
<b>Designation</b>	Director
<b>Email ID</b>	ayush@westgateithub.com
<b>Contact Ph Number</b>	+91 7781978685
<b>Signature</b>	 For Westgate IT Hub Pvt. Ltd. Ayush Director
<b>Date</b>	06/01/2026

### For and on behalf of Supplier

<b>Name</b>	
<b>Designation</b>	
<b>Email ID</b>	
<b>Contact Ph Number</b>	
<b>Signature</b>	
<b>Date</b>	