

Contributor Services Agreement

Hello and Welcome to the community of Independent Contributors for TELUS International AI Inc. (the "Company")!

All of the services provided by you (the "Independent Contributor") to the Company are governed by the terms and conditions set out in this Contributor Services Agreement (the "Agreement"). Please be sure to review the terms and conditions carefully. By acknowledging this Agreement, you also confirm that you have read and understand the terms of the Agreement which has been provided and originally drafted in the English language. En cliquant sur Accepter, vous confirmez également avoir lu et compris les termes du Contrat qui a été fourni et rédigé à l'origine en anglais. By acknowledging this Agreement, you also consent to signing or acknowledging TELUS International documents electronically, and agree that your electronic signature will have the same legal effect as a hand-written signature. Once accepted, a copy of this Agreement will be made available for download in the "Agreements" section of your profile on the platform.

Independent Contributors and Company agree as follows:

1. Services.

1.1 Services and Deliverables. The Company will propose services to be performed by the Independent Contributor (the "**Services**") and for each service will provide information concerning the required deliverables (the "**Deliverables**"), fees payable, due dates and other business terms that apply to the Services. The Company may propose Services through the platform or other means as communicated to the Independent Contributor by the Company. The Independent Contributor may accept the opportunity or decline to provide the Services in the Independent Contributor's sole and absolute discretion without any form of detriment to the Independent Contributor. If the Independent Contributor accepts the opportunity, the Independent Contributor will perform the Services and provide the Deliverables in accordance with all of the specifications and other requirements included in the Work Statement which are incorporated herein by reference and form the terms of the Agreement. Services shall be performed in a highly skilled and professional manner consistent with the highest professional standards in the industry and confirms that the Independent Contributor has the necessary qualifications and training/expertise required to deliver the Services. The Independent Contributor shall promptly correct any failure of the Services or the Deliverables to conform to the above warranty at Independent Contributor's sole cost and expense. Subject to the Independent Contributor meeting the requirements for the Services set out or otherwise communicated by the Company, the Independent Contributor will have the control and reasonable discretion as to the manner and means of performing the Services including full autonomy as to work schedule and tools, materials and equipment used to complete the Services. Independent Contributor represents and warrants that Services and Deliverables to Company and under this Agreement will not breach or conflict with any agreement to which Independent Contributor is a party or any contractual obligation Independent Contributor owes to a third party.

1.2 Review. The Company (or its customer, as applicable) will review each Deliverable and may provide the Independent Contributor with requested corrections to align Services and Deliverables with Company's expectations. The Independent Contributor will promptly make all corrections requested by the Company that are reasonably within the scope of the Services for no additional fee. If any requested change is outside of the scope of the Services and/or Deliverables, Independent Contributor will promptly notify Company and Independent Contributor will agree on revised Deliverables and delivery dates thereto. Any modifications must be agreed by both parties to be effective.

1.3 Payment. Company will pay Independent Contributor for all Services and Deliverables as described in the services request but no later than sixty (60) days from either the issuance of the applicable invoice or, where fees are calculated automatically through the platform based on Services provided and mutually agreed under the Agreement, the end of the Term. Independent Contributor agrees that the fees offered will be full and complete compensation for the Independent Contributor's performance of the Services and shall be inclusive of any taxes. The Independent Contributor will be solely responsible for all costs and expenses associated with the Services. The Independent Contributor is also solely responsible for the payment of any taxes, fees, costs or otherwise to the appropriate tax authority in a timely manner and as prescribed by law.

1.4 Equipment. Independent Contributor agrees to supply, at its own expense, all tools and materials necessary for Independent Contributor to perform the Services, including, but not limited to, all necessary hardware, software, equipment and supplies. Under exceptional circumstances, the Company may furnish materials and equipment to an Independent Contributor. Any materials and equipment furnished by the Company to the Independent Contributor in connection with this Agreement, unless fully paid for by the Independent Contributor are and will remain the property of the Company and will be deemed to be loaned to the Independent Contributor. Upon the earlier of Company's request or the expiry or termination of the Agreement, Independent Contributor shall provide, to Company or to Company's designate, all Company equipment and materials related to the Services covered under the Agreement in the same condition as they were when furnished by Company. Final payment by the Company of the fees for Services and Deliverables will be contingent on the return of such equipment and materials in addition to any other legal remedies the Company may have.

1.5 Company Requirements. The Independent Contributor will comply with all requirements and policies provided to the Independent Contributor by the Company or the applicable Company customer (collectively, the "Requirements"). In addition to the Requirements, Independent Contributor agrees to comply with the Company's Supplier Code of Conduct found at www.telus.com/suppliercodeofconduct and any requirements concerning information security measures in performance of Independent Contributor's obligations. The Independent Contributor shall observe and comply with all applicable laws, regulations, ordinances, and codes of governmental entities relating to the provision of the Services and Deliverables.

2. Confidentiality.

2.1 Definition. "**Confidential Information**" means any non-public information that is provided to the Independent Contributor by Company or any of Company's affiliates, customers, business partners or Independent Contributors. The Confidential Information includes, but is not limited to, (i) all software, documentation, financial, marketing and customer data, customer retention plans, strategies and other business information, (ii) any rating procedures, rules and guidelines, systems and processes, ratings hub, and the underlying methodologies and processes of the foregoing and all related training and documentation, and (iii) any discoveries, inventions, trade secrets, research and development efforts, know-how and show-how, and all deliverables, derivatives, improvements, and enhancements to any of the above which were created or developed by Independent Contributor under this Agreement.. "Confidential Information" does not include information that: (a) was rightfully known to Independent Contributor, without any obligation of confidentiality, prior to receiving the same information from Company; (b) is or becomes publicly available without breach of any confidentiality obligation; or (c) is rightfully obtained by Independent Contributor from a source other than Company without breach of any confidentiality obligation.

2.2 Use of Information. The Independent Contributor understands that Confidential Information constitutes a valuable and unique asset to the Company. The Independent Contributor will use Confidential Information only for the purpose of providing the Services and will not use it for the Independent Contributor's own benefit or the benefit of any other party. The Independent Contributor will not disclose or distribute Confidential Information to any third party without the Company's prior written consent.

2.3 Protection of Information. The Independent Contributor will protect Confidential Information from any unauthorized use or disclosure, including implementing all reasonable security measures needed to protect the Confidential Information. Independent Contributor will notify Company immediately if Independent Contributor becomes aware of any unauthorized disclosure or use of any Confidential

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Information, including any personal data received by an Independent Contributor in the course of performing the Services. An Independent Contributor may disclose Confidential Information pursuant to a valid order issued by a court or government agency, provided that Independent Contributor gives Company at least ten (10) days prior written notice of such obligation and the opportunity to oppose such disclosure or obtain a protective order or the equivalent.

2.4 Customer Information. **In addition to and without reducing any other obligation set out in this Agreement, Independent Contributor specifically acknowledges that all information related to**

any Company customer, including *any* information about a customer's business, product plans, strategic relationships, etc., is to be held in the *strictest confidence*. The Independent Contributor must not disclose any information about the Services performed by the Independent Contributor or the customer's identity in *any* materials, including postings in social media or on the Independent Contributor's website. The Independent Contributor must not duplicate any images or text provided to the Independent Contributor, other than as strictly necessary to perform the Services.

2.5 Return of Information. All Confidential Information will remain the property of the Company. Upon Company' request, Independent Contributor will promptly return or destroy all copies of Confidential Information in Independent Contributor's control and certify the completion of Independent Contributor's obligations under this Section in writing.

2.6 Investigations and Audits. The Independent Contributor will cooperate fully in any investigation of any unauthorized disclosure or use of Confidential Information and will promptly provide requested information and reasonable access to any evidentiary matter (e.g. documents or work systems). The Independent Contributor will cooperate in any reasonable audit required by law or under the Company's contracts with its customers. The Company will provide the Independent Contributor with reasonable notice and an explanation in connection with any required audit.

2.7 Protection of Business Interests. The Independent Contributor will not directly or indirectly solicit any customer of Company for any business or other opportunity based on any information learned in the course of providing the Services or that was otherwise provided by Company.

2.8 Court-granted Relief. The Independent Contributor acknowledges that any breach of its obligations under this Agreement will result in irreparable harm to the Company. In the event of an actual or threatened breach of this Agreement, the Company will be entitled to immediate injunctive relief in addition to any other legal relief available to it.

3. Relationship. Independent Contributor is engaged as, and shall perform the Services as an independent Contributor and Independent Contributor acknowledges that Independent Contributor will not be considered an employee, agent, joint venture or partner of Company or any of its customers, under the provisions of this Agreement or otherwise. An Independent Contributor shall not receive nor be entitled to any employment-related benefit or entitlement such as vacation pay, holiday pay, termination notice, payment in lieu of termination notice, or severance pay, in connection with the performance of its obligations under this Agreement. Independent Contributor does not have and will not have any authority to bind Company or assume or create any obligation on behalf of Company and Independent Contributor will not represent to any third party that Independent Contributor has any such authority. No part of Independent Contributor's compensation will be subject to withholding by the Company or payment by the Company for the payment of social insurance, pension plan, social security, unemployment insurance, or disability insurance or their equivalents or any other similar tax obligations, unless otherwise required by laws applying to Independent Contributors.

4. Legal Compliance.

4.1 Personal Data.

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(a) Independent Contributor's Personal Data. The Company will use and share any personal data provided by the Independent Contributor solely in accordance with the terms of its Community Data Privacy Notice. The Company's Community Data Privacy Notice includes information about how to contact the Company with any questions or concerns regarding use of personal data.

(b) Others' Personal Data. Independent Contributor acknowledges that some of the content that Independent Contributor may receive in connection with the Services or generate in the course of providing the Services may include personal data, and acknowledges that personal data is and shall remain the exclusive property of the Company. The Independent Contributor will treat all such personal data as

Confidential Information as described in Section 2 above. In addition, the Independent Contributor will use, process and disclose any such personal data solely as directed by the Company.

4.2 Legal Compliance. Independent Contributor will comply with all laws, rules and regulations in connection with Independent Contributor's performance of the Services, including all registration as an independent Contributor, as required, reporting and other obligations related to operating a business in Independent Contributor's jurisdiction, *for example*, regulations prohibiting bribery, money laundering and discrimination. Independent Contributor represents and warrants that Independent Contributor has the legal authority to enter into this Agreement and that all of the information they provide to Company in any application or any required form is accurate and complete. Additionally, Independent Contributor represents and warrants that Independent Contributor is not subject to any contractual obligations that interfere with or prohibit Independent Contributor's performance of the Services.

For Independent Contributors operating in France, Independent Contributor represents and warrants that Independent Contributor is duly registered with the *Registre du Commerce et des Sociétés* as an independent Contributor and shall produce any evidence of Independent Contributor's compliance with independent Contributor's tax and social security regulations as required by the Company under applicable laws.

5. Proprietary Rights.

5.1 Ownership. To the extent permitted by applicable law, Independent Contributor agrees that the Services are provided on a "work-for-hire" basis and that all right, title and interest in any and all intellectual property rights (including, *for example*, all copyrights, trademarks, patents, trade secret rights and all contract and licensing rights) developed by Independent Contributor (either individually or in collaboration with others) relating to the Services or Deliverables (collectively, the "Work Product") will be the sole and exclusive property of Company. The Independent Contributor acknowledges that Company's rights to the Work Product are exclusive to Company and include, *for example*, the right to use, adapt, reproduce, distribute, broadcast, display and make derivative works of the Work Product in any and all media and all formats now known or later developed. In addition, all files, records, documents, drawings, specifications, equipment and similar items related to Company's business, whether prepared by Independent Contributor or otherwise coming into Independent Contributor's possession, will remain the exclusive property of Company.

5.2 Assignment of Rights. To the extent permitted by applicable law, the Independent Contributor hereby irrevocably assigns and transfers to the Company all right, title and interest in and to the Work Product. The Independent Contributor acknowledges that the Company will have the sole and exclusive worldwide right, title and interest in perpetuity to use and exploit all or any part of the Work Product. The Independent Contributor agrees they will not assert any moral rights in the Work Product and, to the extent permitted by applicable law, hereby waives all such moral rights. In addition, the Independent Contributor agrees to execute any documents as the Company may request evidence or otherwise protect the Company's ownership of the Work Product.

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5.3 Third Party Rights. The Independent Contributor will not use any third party materials or otherwise infringe any third party property right of any kind in the performance of the Services. The Independent Contributor will not disclose any third party confidential information to Company at any time.

6. Term and Termination. Subject to the terms of this Section, this Agreement will become effective when accepted by Independent Contributor and will remain in effect until terminated by either Independent Contributor or Company for a period of twelve (12) months unless terminated earlier by either Independent Contributor or Company as provided below (the "Term"). Thereafter, this Agreement will automatically be extended for a consecutive one (1) year term, unless otherwise terminated as provided in this Agreement. The Parties may terminate this Agreement at any time on written notice to Company; provided Independent

Contributor completes any Services that Independent Contributor has agreed to provide prior to Independent Contributor's termination of the Agreement and provided that the Company will pay Independent Contributor for all Services properly performed as of the termination date. After termination of this Agreement, Independent Contributor and Company will continue to comply with the following Sections of this Agreement: Section 2 (Confidentiality), Section 3 (Relationship), Section 4 (Legal Compliance), Section 5 (Proprietary Rights), Section 8 (Company Contracting Party and Governing Law), Section 9 (General) and Section 10 (Arbitration).

7. Limitation of Liability and Indemnity.

7.1 Neither party shall be liable for any indirect, incidental, special or consequential damages whatsoever arising out of or in connection with this Agreement or the provision of the Services or Deliverables, including lost profits, anticipated or lost revenue. In no event shall Company be liable to Independent Contributor for any injury, claim, losses, damages, liabilities, or costs (including, without limitation, legal fees) of any nature arising out of or related to this Agreement, the Services or the Deliverables in excess of the amount which Company paid for the fees payable to Independent Contributor for the Services and Deliverables for the three (3) prior months preceding the first event or matter that gave rise to the claim, loss, damage or cost.

7.2 Independent Contributor shall, at its own expense, defend, indemnify, Company and hold harmless Company, its affiliates and successors, and each of their respective directors, officers and employees (each a "Company Indemnitee") harmless from and against any and all damages, expenses, liabilities, costs, penalties, losses and claims of whatever nature (including legal fees and expenses) arising from or attributable to the Independent Contributor in connection with its performance of Services or any breach of this Agreement by Independent Contributor, including any and all damages, expenses, liabilities, costs, penalties, losses and claims any Company Indemnitee may suffer as a result of enforcing the indemnification provisions set out in this section 7.2.

7.3 Independent Contributor shall (to the extent permitted by applicable law), at its own expense, indemnify, defend and hold Company, its affiliates and their respective directors, officers and employees harmless each Company Indemnitee from a determination by any court, arbitrator, taxing authority, government entity, agency, ministry or adjudicating body that the relationship between the Company and Independent Contributor, is not an independent Contributor relationship, including any and all damages, expenses, liabilities, costs, penalties, losses and claims any Company Indemnitee may suffer as a result of enforcing the indemnification provisions set out in this section 7.3.

8. Company Contracting Party and Governing Law.

8.1 This Agreement will be governed exclusively by the laws of the State of Delaware, without reference to any conflict of laws principles that would require the application of the laws of any other jurisdiction. Additionally, the provisions of Section 10 (Arbitration) below will apply to Independent Contributors.

9. General. This Agreement and the Requirements embody the entire understanding between the parties concerning the subject matter hereof and supersede any and all other negotiations or agreements between the parties. This Agreement cannot be modified except in the form of a writing accepted by both parties. This Agreement has no third party beneficiaries other than the Company's customers, who may enforce the terms of this Agreement or any applicable Requirements directly. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of any of its rights. Independent Contributor will not subcontract or assign any of Independent Contributor's rights or obligations under this Agreement or the Requirements without the prior written consent of the Company. This Agreement shall benefit and be binding upon the Company's successors, affiliates and assigns. Should any provision of this Agreement be found unenforceable, such provision will be enforced to the fullest extent permitted by law and the remainder of this Agreement will remain in full force and effect.

10. Arbitration (US-based Independent Contributors only).

10.1 Exclusive Use of Arbitration. The Independent Contributor and Company mutually agree to resolve any disputes exclusively through final and binding arbitration instead of filing a lawsuit in court. This arbitration provision is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) and will apply to any and all claims arising out of or relating to the Services, the Requirements, this Agreement, the nature of the relationship between Independent Contributor and Company (including any Company affiliates or customers) and all other aspects of Independent Contributor's relationship with Company whether arising under federal, state or local statutory or common law. **The arbitrator will have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this arbitration provision, other than Sections 10.2 and 10.3 below relating to the Class Action Waiver or Representative Action Waiver. Independent Contributor acknowledges this means such disputes will not be resolved by a court or jury trial.**

10.2 Class Action Waiver. Independent Contributor and Company mutually agree that by agreeing to arbitrate any dispute, each waives its right to have any dispute or claim brought, heard or arbitrated as a class action or collective action and that the arbitrator will not have any authority to hear or arbitrate any class or collective action ("Class Action Waiver").

10.3 Representative Action Waiver. The Independent Contributor and Company mutually agree that by agreeing to arbitrate, each waives its right to have any dispute or claim brought, heard or arbitrated as a representative action and that the arbitrator will not have any authority to arbitrate a representative action ("Representative Action Waiver").

10.4 Process.

(a) Notice. If either party wishes to initiate arbitration, the initiating party must notify the other party in writing delivered by courier or other verifiable delivery method. The notice must include (1) the name and address of the party seeking arbitration, (2) a statement of the legal and factual basis of the claim, and (3) a description of the remedy sought.

(b) Procedural Requirements. The arbitration will be governed by the terms of this Section and, except as otherwise provided in this Section 10, by the Judicial Arbitration and Mediation Services ("JAMS Rules"). The arbitration will be heard by one arbitrator selected in accordance with the JAMS Rules. The arbitrator will apply the state or federal substantive law, as applicable. The arbitrator may issue orders (including subpoenas to third parties) allowing the parties to conduct discovery sufficient to allow each party to prepare that party's claims and defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes. The arbitrator may hear motions and will apply the standards of the Federal Rules of Civil Procedure governing such motions. Except as provided in the Class Action Waiver and Representative Action Waiver, the arbitrator may award only remedies that would otherwise be available in a court of law. The arbitrator's decision or award will be in writing with findings of fact and conclusions of law and will be final and binding on the parties.

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Notwithstanding the foregoing, either party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief as needed to protect such party's rights.

11. Advice of Counsel. The Independent Contributor has the right to consult with private counsel of Independent Contributor's choice with respect to any aspect of, or any claim that may be subject to, this Agreement, including this arbitration provision.

12. Enforceability. In the event any portion of this arbitration provision is deemed unenforceable, the remainder of this arbitration provision will remain in full force and effect.

13. Prevailing Language. The parties have expressly requested that this contract be drafted in the English language. *Les parties ont expressément requis que ce contrat soit rédigée en anglais.* If this Agreement is

translated into a language other than English for any purpose, the English version shall prevail in the event of any differences, questions or disputes concerning the meaning, form, validity or interpretation of this Agreement.