

Contributor Services Agreement

All of the services provided by you (the “Independent Contractor”) 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 to 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 Contractor and Company agree as follows:

1. Services.

1.1 **Services and Deliverables.** Company will propose services to be performed by the Independent Contractor (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. Company may propose Services through the platform or other means as communicated to Independent Contractor by Company. Independent Contractor may accept the opportunity or decline to provide the Services in Independent Contractor’s sole and absolute discretion without any form of detriment to the Independent Contractor. If Independent Contractor accepts the opportunity, Independent Contractor 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 Contractor has the necessary qualifications and training/expertise required to deliver the Services.

Independent Contractor shall promptly correct any failure of the Services or the Deliverables to conform to the above warranty at Independent Contractor's sole cost and expense. Subject to Independent Contractor meeting the requirements for the Services set out or otherwise communicated by Company, Independent Contractor 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 Contractor represents and warrants that Services and Deliverables to Company and under this Agreement will not breach or conflict with any agreement to which Independent Contractor is a party or any contractual obligation Independent Contractor owes to a third party.

1.2 **Review.** Company (or its customer, as applicable) will review each Deliverable and may provide Independent Contractor with requested corrections to align Services and Deliverables with Company’s expectations. Independent Contractor will promptly make all corrections requested by 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 Contractor will promptly notify Company and Independent Contractor 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 Contractor 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 Contractor agrees that the fees offered will be full and complete compensation for Independent Contractor's performance of the Services and shall be inclusive of any taxes. Independent Contractor will be solely responsible for all costs and expenses associated with the Services. Independent Contractor 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 Contractor agrees to supply, at its own expense, all tools and materials necessary for Independent Contractor 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 Independent Contractor. Any materials and equipment furnished by Company to Independent Contractor in connection with this Agreement, unless fully paid for by Independent Contractor are and will remain the property of Company and will be deemed to be loaned to Independent Contractor. Upon the earlier of Company's request or the expiry or termination of the Agreement, Independent Contractor 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 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. Independent Contractor will comply with all requirements and policies provided to Independent Contractor by Company or the applicable Company customer (collectively, the "Requirements"). In addition to the Requirements, Independent Contractor agrees to comply with Company's Supplier Code of Conduct found at www.telus.com/suppliercodeofconduct and any requirements concerning information security measures in performance of Independent Contractor's obligations. Independent Contractor 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 Independent Contractor by Company or any of Company's affiliates, customers, business partners or Independent Contractors. 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 Contractor under this Agreement.. "Confidential Information" does not include information that: (a) was rightfully known to Independent Contractor, 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 Contractor from a source other than Company without breach of any confidentiality obligation.

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

2.3 Protection of Information. Independent Contractor will protect Confidential Information from any unauthorized use or disclosure, including implementing all reasonable security measures needed to protect the Confidential Information. Independent Contractor will notify Company immediately if Independent Contractor becomes aware of any unauthorized disclosure or use of any Confidential Information, including any personal data received by Independent Contractor in the course of performing the Services. Independent Contractor may disclose Confidential Information pursuant to a valid order issued by a court or government agency; provided that, Independent Contractor 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 Contractor 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*. Independent Contractor must not disclose any information about the Services performed by Independent Contractor or the customer's identity in *any* materials, including postings in social media or on the Independent Contractor's website. Independent Contractor must not duplicate any images or text provided to Independent Contractor, other than as strictly needed to perform the Services.**

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

2.6 Investigations and Audits. Independent Contractor 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). Independent Contractor will cooperate in any reasonable audit required by law or under Company's contracts with its customers. Company will

provide the Independent Contractor with reasonable notice and an explanation in connection with any required audit.

2.7 Protection of Business Interests. Independent Contractor 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. Independent Contractor 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, Company will be entitled to immediate injunctive relief in addition to any other legal relief available to it.

3. Relationship. Independent Contractor is engaged as, and shall perform the Services as an independent contractor and Independent Contractor acknowledges that Independent Contractor 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. Independent Contractor 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 Contractor does not have and will not have any authority to bind Company or assume or create any obligation on behalf of Company and Independent Contractor will not represent to any third party that Independent Contractor has any such authority. No part of Independent Contractor's compensation will be subject to withholding by 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 Contractors.

4. Legal Compliance.

4.1 Personal Data.

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

(b) Others' Personal Data. Independent Contractor acknowledges that some of the content that Independent Contractor 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. Independent Contractor will treat all such personal data as Confidential Information as described in Section 2 above. In addition, Independent Contractor will use, process and disclose any such personal data solely as directed by the Company.

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

For Independent Contractors operating in France, Independent Contractor represents and warrants that Independent Contractor is duly registered with the *Registre du Commerce et des Sociétés* as an independent contractor and shall produce any evidence of Independent Contractor's compliance with independent contractor'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 Contractor 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 Contractor (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. Independent Contractor 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 Contractor or otherwise coming into Independent Contractor's possession, will remain the exclusive property of Company.

5.2 Assignment of Rights. To the extent permitted by applicable law, Independent Contractor hereby irrevocably assigns and transfers to Company all right, title and interest in and to the Work Product. Independent Contractor 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. Independent Contractor 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, Independent Contractor agrees to execute any documents as the Company may request evidence or otherwise protect Company's ownership of the Work Product.

5.3 **Third Party Rights.** Independent Contractor will not use any third party materials or otherwise infringe any third party property right of any kind in the performance of the Services. Independent Contractor 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 Contractor and will remain in effect until terminated by either Independent Contractor or Company for a period of twelve (12) months unless terminated earlier by either Independent Contractor or Company as provided below (the "Term"). Thereafter, this Agreement will automatically be extended for 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 Contractor completes any Services that Independent Contractor has agreed to provide prior to Independent Contractor's termination of the Agreement and provided that the Company will pay Independent Contractor for all Services properly performed as of the termination date. After termination of this Agreement, Independent Contractor 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 Contractor 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 Contractor 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 Contractor 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 Indemnatee") 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 Contractor in connection with its performance of Services or any breach of this Agreement by Independent Contractor, including any and all damages, expenses, liabilities, costs, penalties, losses and claims any Company Indemnatee may suffer as a result of enforcing the indemnification provisions set out in this section 7.2.

7.3 Independent Contractor 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 Contractor, is not an independent contractor 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. **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 Contractor.

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 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 Contractor will not subcontract or assign any of Independent Contractor's rights or obligations under this Agreement or the Requirements without the prior written consent of 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 Contractors only).**

10.1 **Exclusive Use of Arbitration.** Independent Contractor 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 Contractor and Company (including any Company affiliates or customers) and all other aspects of Independent Contractor'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 Contractor acknowledges this means such disputes will not be resolved by a court or jury trial.**

10.2 Class Action Waiver. Independent Contractor 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. Independent Contractor 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. 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. Independent Contractor has the right to consult with private counsel of Independent Contractor'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.

☐ Yes, I have read and I accept and agree to the above Contributor Services Agreement.

Please confirm the items below to successfully submit your registration.

- I confirm that I will NOT disclose, discuss, distribute or share with anyone any of the documentation, training materials, or other project documents received from TELUS International, nor I will disclose information about Telus International's clients and their names.

- I confirm that I provide TELUS International the right to use the data that I will submit for technology and research purposes.

Your data will never be published for commercial purposes. Your data is protected by our [Privacy Policy](#).

- I confirm that all information supplied above is correct and accurate and I understand that I'm personally responsible for declaring the amount of the compensation received for the task according to the tax regulations of my country/region and that I'm legally entitled to perform work.

- I understand and accept that TELUS International has the right to suspend or stop the project at any point during my collaboration.

☐ I confirm.