

**TALENT TERMS AND CONDITIONS of QA Limited (company number 02413137) with registered offices at International House, 1 St Katharine's Way, London, E1W 1UN. These Talent Terms and Conditions ("Terms") are effective from 18 June 2024. These Terms shall incorporate the QA General Terms of Sale available at <https://www.qa.com/legal-privacy/> (the "General Terms").**

## 1. Definitions and Interpretation

1.1. Definitions in the General Terms shall apply to these Terms and the following additional definitions shall have the following meanings:

**Customer Sites:** the sites owned or occupied by the Customer;

**Day Rate:** the Charges per Talent Resource, calculated on a per day basis;

**Half Day Rate:** the Charges per Talent Resource, calculated on a per half day basis;

**Management Issues:** means all those matters under the Terms of Engagement requiring action, investigation and/or decisions by the Supplier including in particular (by way of illustration only and without limitation) appraisals and performance issues; pay reviews and the award of other payments and benefits; periods of annual, sick or other leave; absence of the Supplier Personnel for any other reason; any complaint about the Supplier Personnel (whether or not that would be dealt with under the Supplier's disciplinary procedure) and any complaint or grievance raised by the Supplier Personnel (whether or not that would be dealt with under the Supplier's grievance procedure);

**Supplier Personnel:** the Supplier's employees, agents, consultants (including any Talent Resource(s)) and individual contractors who provide or who are involved in the provision of the Talent Services;

**Talent Services:** the Services to be provided by Supplier which shall be the provision of the Talent Resource(s) specified on the Order;

**Talent Resources:** the Supplier Personnel made available to the Customer in provision of the Talent Services;

**Talent Resource Created Works:** any Intellectual Property Rights created specifically for the Customer by the Talent Resources during the Term; and

**Terms of Engagement:** the terms of employment or service (in the case of independent contractors) between the Supplier and the Supplier Personnel.

## 2. Services

2.1. The Supplier shall provide the Talent Resources on a full time basis during the Term unless otherwise specified in an Order.

2.2. The Supplier reserves the right to substitute any Supplier Personnel (including the Talent Resource) for any other personnel of the Supplier provided always that such substitute possesses the necessary skills and qualifications as initially agreed under the Order.

2.3. The Customer shall not, and shall not require the Supplier Personnel to do anything that shall, breach the Terms of Engagement and shall have no authority to vary the terms of the Terms of Engagement or make any representations to the Supplier Personnel in relation to the terms of the Terms of Engagement.

2.4. The Customer shall be responsible for:

2.4.1. allocating appropriate work to the Talent Resources based on their skills and qualifications; and

2.4.2. assessing the work performed by the Talent Resources and ensuring its accuracy and suitability for the Customer's requirements.

2.5. The Customer will refer, and provide all relevant information relating to, any Management Issues or other material issue concerning the Talent Resource that comes to its attention to the Supplier and the Supplier may deal with this as it considers appropriate.

2.6. Unless otherwise agreed in writing between the parties, the Customer shall provide the Supplier with a rolling 12 week forecast of its requirements for Talent Resources. This forecast shall be materially accurate and shall take account of any likely or anticipated significant increases in requirements. The Customer agrees that the Supplier must rely on the forecasts provided by the Customer to recruit and/or engage Talent Resources to meet the Customer's requirements, and material changes to a forecast within the 12 week forecast period may result in the Supplier being unable to meet the Customer's requirements. The Supplier shall use its reasonable endeavours to meet the Customer's requirements but shall not be liable for any failure to do so.

2.7. The relationship of the Supplier to the Customer will be that of independent contractor, and nothing in these Terms shall render it (nor the Supplier Personnel) an employee, worker, agent or partner of the Customer and the Supplier shall not hold itself out as such and shall procure that the Supplier Personnel shall not hold itself out as such.

2.8. These Terms constitute a contract for the provision of services and not a contract of employment.

2.9. The Customer shall:

2.9.1. provide at its cost any inductions and training (including health and safety training) to the standard satisfactory to the Customer to all newly supplied Talent Resources;

2.9.2. ensure that the Talent Resource is provided with the necessary rest breaks and weekly rest periods prescribed by legislation. Where the Customer requires or may require the services of a Talent Resource for more than 48 hours in any week (Monday – Sunday), the Customer must notify the Supplier of this requirement no later than the Thursday of the preceding week, and no Talent Resource must be used for night work until a health assessment has been satisfactorily completed;

2.9.3. provide at its cost such personal protective equipment and clothing necessary to ensure the health, safety and welfare of the Talent Resource;

2.9.4. ensure that it holds appropriate insurances in respect of the Talent Resource including (but not necessarily limited to) Employers' Liability and Public Liability insurances. The Customer shall provide confirmation from its insurance brokers upon request that it holds such insurances.

2.10. If the Talent Resource is unavailable due to illness or injury, the Supplier shall advise the Customer of that fact as soon as reasonably practicable. If the Talent Resource fails to attend work or informs the Customer that he is unable to work for any reason, the Customer shall advise the Supplier of that fact as soon as reasonably practicable. For the avoidance of doubt, no Charges shall be payable in respect of any period during which the Talent Services are not provided, unless agreed in advance in writing. In the event of failure to attend work, illness or injury, the Supplier may provide a replacement Talent Resource of the agreed skill and qualifications for such period as the illness or injury continues.

## 3. Charges, Invoicing and Payment

3.1. The Customer shall pay to the Supplier the Day Rate or Half Day Rate as applicable for each Business Day per Talent Resource. In the event that the Customer requests and a Talent Resource agrees to work on a day other than a Business Day, the fee for each such day shall be 150% of the Day Rate.

3.2. The Talent Resource shall keep a record of the hours worked for the Customer in a timesheet. Unless otherwise agreed between the parties, the Customer shall authorise a timesheet by written signature or by email no less frequently than once per week. The Customer shall authorise a timesheet on the last day of any period worked by a Talent Resource recording all hours worked by the Talent Resource which have not been recorded in previous timesheets.

3.3. Timesheets authorised on behalf of the Customer either by written signature or by email shall be conclusive that the hours worked have been as recorded thereon and shall be used as the basis for calculating the Charges. If the Customer does not authorise a timesheet, the Supplier is entitled to rely on the Talent Resource's record of hours worked, which shall be deemed to be accepted as accurate by the Customer if the Customer has not queried the hours worked on the timesheet.

3.4. The Customer agrees that it shall not delay or withhold authorisation of a timesheet due to any problems or issues with the services performed or deliverables produced by the Talent Resource and such issues shall be dealt with in accordance with Condition 3.6.

3.5. On or about the last working day of each month during the Order Term the Supplier shall submit to the Customer an invoice which gives details of the days which the Talent Resources have worked, the Talent Services provided and the amount of the Charges payable for the Talent Services during that month. The Customer shall reimburse the Supplier for such additional travelling, subsistence and other expenses as are properly incurred by the Supplier in the performance of its duties under an Order Document.

3.6. If the Customer has concerns regarding the output and/or skills of Talent Resource it shall notify the Supplier who shall attempt to resolve any issues initially with improvement plans and additional training. If following a reasonable period, the Customer still has material concerns regarding the applicable Talent Resource it shall be entitled terminate the applicable Talent Resource and request a replacement and the Supplier shall use reasonable endeavours to provide a replacement.

## 4. Talent Resource Created Works

4.1. The Customer will own all Talent Resource Created Works.

4.2. The Customer agrees that ownership of any Talent Resource Created Works that do not automatically vest in the Customer (but instead vests by operation of law in the Supplier), shall transfer from the Supplier to the Customer only after the Customer has made payment to the Supplier for all Talent Services associated with the relevant Talent Resource Created Works.

4.3. The Customer grants to the Supplier a worldwide, fully paid-up, non-exclusive, non-transferable licence to use the Talent Resource Created Works for the purpose of providing the Talent Services to the Customer and performing the Supplier's other obligations under the Contract.

- 4.4. The Supplier shall not be liable for any loss, injury, damage, expense or delay incurred or suffered by the Customer or any third party arising directly or indirectly from any act or omission of Talent Resource whilst that person is deployed within the Customer's organisation arising from a failure by the Customer to comply with Condition 2.4.
- 5. Customer Sites**
  - 5.1. If providing Talent Services at a Customer Site:
    - 5.1.1. the Customer shall provide all necessary security passes and controlled access for Supplier Personnel who are to have access to any Customer Site;
    - 5.1.2. the Customer shall provide a suitable working space, equipment, and all other necessary items to enable the Supplier Personnel to carry out the Services; and
    - 5.1.3. the Customer shall be responsible for the health and safety of all Supplier Personnel at the Customer Sites.
- 6. Non-solicitation**
  - 6.1. Customer shall not during the Term and for a further period of 12 months from the date of termination or expiry of the Order directly or indirectly solicit, offer to employ, engage or contract the services of any Supplier Personnel who has been directly involved in the provision or receipt of the Services.
  - 6.2. For the avoidance of doubt, Condition 6.1 shall not restrict the Customer from employing:
    - 6.2.1. any Supplier Personnel who apply unsolicited in response to a general advertising or other general recruitment campaign; or
    - 6.2.2. any Talent Resource where Charges have been agreed between the Customer and Supplier for the transfer of the applicable Talent Resource.
- 7. Data Protection**
  - 7.1. The Data Protection and Information Security Addendum available at <https://www.qa.com/legal-privacy/> is incorporated into these Terms.
  - 7.2. Supplier shall be a Data Processor where it is Processing Personal Data for the purpose of its role in delivering Talent Services.