



RQA Group
Reading Enterprise Centre
Reading
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INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made between **RQA Europe, Ltd. Trading as RQA Group** (hereafter referred to as the Company) and the Independent Contractor (also known as Field Representative) who performs the specified services.

The Independent Contractor must agree to all clauses in this agreement before being considered for projects for RQA Group. Any questions or concerns about this agreement should be directed to recruit@rqa-group.com before you confirm your agreement to the terms in this Independent Contractor Agreement.

- 1) **Confidentiality.** The Independent Contractor may have access to confidential information that is the property of the Company, such as Client details, Operating Guidelines, Specifications and Procedures, and confidential information that is the property of the Company or the Company's clients, such as product formulation, sales data, production procedures, test procedures and data generated during an Independent Contractor's activity for the Company. Disclosure of any such confidential information to third parties is forbidden. Therefore, the Independent Contractor agrees not to disclose any confidential information of the Company or its' clients.

Furthermore, the Independent Contractor understands that any disclosure of confidential information shall result in termination of services and possible legal action for damages.

The confidentiality obligations of the Independent Contractor Agreement shall continue in force indefinitely after receipt of the Information or until the Information enters the public domain other than through the fault of the Independent Contractor.

- 2) **Project Responsibility.** The Independent Contractor may work on a range of different projects for the Company. These are collectively called "Field Projects"; examples of which are provided at <http://www.rqa-group.com/field-services/>. The Independent Contractor must fully comply with all the relevant instructions provided by the Company for each project. The Independent Contractor takes responsibility for their own actions in executing the project and understands that accurate data recording, prompt product collection, timely attendance at the Company's client's sites, dressing in a smart and professional manner, prompt sample shipment and maintaining records and schedules are essential to project success. Where project instructions are not adhered to, or deadlines are not met, part or all of the Independent Contractor's payment may be withheld.
- 3) **Independent Contractor Status.** The Independent Contractor acknowledges that they are legally able to work and are not an employee of the Company. The Independent Contractor understands and agrees that the Company will not be liable

www.rqa-group.com

RQA Europe Ltd. trading as RQA Group - Registered Office address above
Registered Number: 3337057 VAT No 642 2800 64 GB



for any injuries or damages to Independent Contractors or other persons or property occurring during the performance of the Independent Contractor's services for the Company or at any other time. The Independent Contractor is not covered by any of the Company's insurance policies and so the Independent Contractor is responsible for arranging their own insurance cover as they deem necessary (e.g. travel, property, liability etc). The Independent Contractor is responsible for paying any and all Income Taxes, National Insurance and all other taxes to the national government or other appropriate body. No taxes or National Insurance will be deducted by the Company from the amounts paid. The Independent Contractor allows the Company to pass their contact details on to our colleagues within the RQA network.

- 4) Materials. The Independent Contractor agrees to responsibly handle any materials and/or equipment supplied by the Company. The Independent Contractor also agrees to return these items in good condition to the Company upon instructions of the Company or termination of services by the Company. Failure to do so will leave the Independent Contractor liable for the full cost of any outstanding items. These amounts may be withheld from any payments due the Independent Contractor.
- 5) Fees and Expenses. The pay rate will be provided to the Independent Contractor on a specific project-basis. The Independent Contractor will be paid, usually within 14 days after the Company has received a completed expense form and scanned receipts and as long as the project has been completed according to instruction and no performance issues arise.
- 6) No Grant of Rights. No right or license to any patent or other intellectual property right is granted to any Independent Contractor by this Agreement.
- 7) Governing Law. This Agreement shall be governed by the laws of England and Wales and the parties hereby submit to the jurisdiction of England and Wales.
- 8) Entire Agreement: Amendments. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties (written or oral) relating thereto. No modification shall be effective unless made in writing and signed by a duly authorised representative of each party.
- 9) Injunctive Relief. The Company represents that failure to comply with the terms of this Agreement would cause irreparable damage to the Company. Therefore, the Independent Contractor agrees that in addition to any other remedies at law or in equity available to the Company for an Independent Contractor's breach of the Agreement, the Company may seek specific performance or injunctive relief against the Independent Contractor to prevent such damage.