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June 2009

ACUTE TRANSLATIONS LTD

TERMS AND CONDITIONS

FOR LINGUISTS AND OTHER SERVICE PROVIDERS

1. THE UNDERSIGNED

1.1 The private company with limited liability Acute Translations Ltd., with the registered office 14 Louki Akrita St.,3030 Agia Zoni Limassol, Cyprus, hereinafter referred to as "Acute Translations Ltd" or "AT"

and

[Linguist/Service Provider name], resident at the following address [address], hereinafter referred to as "Consignee".

1.2 The Contract for the Services between AT and Consignee will be subject to the following Terms and Conditions. Any Terms and Conditions stipulated or incorporated or referred by Consignee, written or oral, shall have no effect.

2. DEFINITIONS

In these Terms and Conditions:

- "Contract" means any contract between AT and Consignee that includes the ordering, purchase or delivery of goods, Services or Projects.
- "Artwork" includes design, Artwork, websites, promotional, conference, CDROM and video materials.
- "AT" means Acute Translations Ltd, its Staff and contractors.

- “Confidential Information” covers information in any form, which is confidential to AT and/or AT's Customer and which is disclosed either by AT or by Customer to Consignee in connection with the Services.
- “Consignee” shall mean any person with whom AT has contracted for the supply of goods or Services.
- “Customer” shall mean the person, firm, organisation or company, including any servants or agents negotiating or contracting with AT.
- “Event” shall mean any Event or occasion for which AT has quoted to supply equipment and/or people.
- “Includes” and “Including” shall mean “Includes or Including without limitation”.
- “In Writing” shall mean a written communication delivered by post, facsimile or e-mail.
- “Location” shall mean any specific Location or room in which AT has quoted to supply equipment or people.
- “Order” means an Order/Orders for the Services provided by AT from time to time.
- “Original Works” means all documents and other materials provided by AT for the purpose of providing the Services.
- “Project” shall mean any work ordered by AT from Consignee.
- “Project Manager” shall mean the person or persons appointed by AT to manage a particular Project.
- “Services” shall mean Translation, Proof-reading, Typesetting, Web site localisation, voice recordings, sub-titling, Cognitive Debriefing, Normative studies, mobile device testing and all related Services offered by AT to its Customers.
- “Staff” includes persons employed by AT.
- “Terms and Conditions” means these standard Terms and Conditions as follow below.
- “Translated Works” means the documents, files and works translated and produced from the Original Works in accordance with AT’s instruction.
- “Translation” includes written text, recordings and oral renderings of written or spoken material.

3. **GENERAL**

- 3.1 The clause headings in these Terms and Conditions are for reference purposes only and shall not affect the construction and interpretation of these Terms and Conditions.
- 3.2 Any notice or other communication to be given under these Terms and Conditions must be in writing and may be delivered or sent by letter post, facsimile or e-mail.

- 3.3 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected hereby.
- 3.4 No waiver by AT of any breach of the Contract by Consignee shall be considered as a waiver of any subsequent breach of the same or any other provision.

4. PROJECTS

- 4.1 AT will agree a fee for Project in writing with Consignee and will also agree to the schedule of work to be done and the time limit in which to do it. The formats to be used for delivery and receipt of the Project will be agreed at this time.
- 4.2 Contract will only come into force on acceptance of Order from AT in writing (via e-mail) by Consignee agreeing to the Terms and Conditions and to the schedule agreed for the Project.
- 4.3 If Consignee does not acknowledge receipt of Order within a period of time to be specified by the Project Manager, then Order is deemed cancelled and no payment will be due to Consignee whether work has commenced or not.
- 4.4 AT shall incur no liability to Consignee for innocent or negligent misrepresentation by virtue of any statement made by or on behalf of AT prior to Contract, whether orally or in writing, and Consignee shall not be entitled to rescind Contract on the grounds of such misrepresentation.

5. SCHEDULE

- 5.1 Consignee agrees to adhere strictly to deadlines agreed to prior to commencement of Project. For the deadlines, subject to the following clauses, time is of the essence.
- 5.2 If due to Force Majeure as detailed in Clause 23 a deadline cannot be met after commencement of Project, Consignee must inform AT by e-mail immediately together with the reason for the delay and return all work completed to date to AT. AT will pay for the work completed less an administration fee of 30% of Consignee's invoice.
- 5.3 AT will agree a schedule for completion of the work with Consignee prior to commencement of Project, but Consignee acknowledges that there may be delays caused by AT's Customer over which AT has no control. No payment will be due to Consignee for any such delay.
- 5.4 If a delay in Project is caused by Customer of AT, AT will re-negotiate the completion date for the Project and agree this with Consignee.

6. QUALITY

- 6.1 Consignee will procure that he/she will perform the required Services with all due care, diligence and professional skill.
- 6.2 Any incorrect or defective work shall be remedied by Consignee in Consignee's own time and at Consignee's own cost.
- 6.3 Where AT incurs additional costs in ensuring that the work is acceptable, AT reserves the right not to pay for part or all of the defective work.
- 6.4 Consignee will promptly inform AT of any parts of Project, which may not be legal (to the best of his/her knowledge) or culturally acceptable in their country.

7. CHANGES OR CANCELLATION

- 7.1 If Project is cancelled by Customer prior to commencement of Project, then no fee will be payable to Consignee.
- 7.2 If Project is cancelled once the work has already started, then AT will pay Consignee the appropriate pro-rata fee for the work already completed.
- 7.3 During the course of Project, AT may receive changes to the contracted work from its Customer, which may involve amendments to Project originally contracted for. AT reserves the right to submit such changes to Consignee in writing and to agree any amendments to the pricing and schedule as may be necessary.
- 7.4 Where Customer subsequent to commencement of Project makes changes to the material, AT shall agree a fee to be paid to Consignee insofar as Consignee has already started work on the part of the material requiring changes. Consignee must submit to AT all work carried out on the material which has been changed.

8. PAYMENT

- 8.1 On completion of Project, Consignee is requested to submit an invoice for the work completed at the agreed fee. The invoice must contain the relevant Project Number (PN).
- 8.2 The invoice should be made out in Pounds Sterling, US Dollars or Euros to Acute Translations Ltd and submitted to the Accounts Department.
- 8.3 The payment will be made by bank, Paypal or Moneybookers.
- 8.4 If an invoice is for 400 Euros or more or the equivalent in US Dollars or Sterling, payment may be made by Bank Transfer subject to prior agreement.
- 8.6 Payment of the sum due will be made 45 days after receipt of the invoice.

- 8.7 If Consignee is contracted by AT to provide multiple Projects within the period of an individual calendar month, Consignee is to provide one invoice covering all the work completed and delivered at the end of the month in which the work is undertaken.
- 8.8 All invoices must be submitted within 3 months of the date of completion of Project by Consignee. **Failure to submit invoices within this timescale will result in non-payment of that invoice.**
- 8.9 Where an invoice has been submitted for a small amount, AT reserves the right to combine payment for that invoice with a subsequent invoice. In such circumstances, AT will notify Consignee in writing about this.

9. TAXATION

- 9.1 Consignee warrants that he/she is responsible for all Income Tax, Corporation Tax, National Insurance contributions, VAT payments and any other such payments in connection with the fees paid as required by their own relevant taxation legislation, and will make complete and proper disclosure to the relevant authorities.
- 9.2 If Consignee is registered for VAT, it is the responsibility of Consignee to notify the Accounts department of AT in writing if at any stage during the Contract Consignee changes his/her VAT number.

10. DISPUTE RESOLUTION

- 10.1 If any dispute arises between AT and Consignee with regard to Services provided by Consignee, then such dispute shall, if such dispute cannot be resolved or start to be resolved within 14 days of first notification of such a dispute, at the request of either party be referred to The Association of Translation Companies in the UK, who offer an independent arbitration service.
- 10.2 The costs for using the arbitration service shall be borne equally by all parties, unless deemed otherwise by the arbitration service.

11. CONSIGNEE RESPONSIBILITIES AND WARRANTIES

- 11.1 Consignee undertakes to produce the Services specified by AT to the best of his/her ability, in accordance with the standards of the industry.
- 11.2 Consignee undertakes to deliver the materials in the format required by AT.

- 11.3 Consignee agrees to provide AT with any glossaries and TMs created specifically for Projects on request.
- 11.4 Consignee warrants that Consignee will not provide the Confidential Information to any other party unless permission has been granted by AT or where required to do so by law, in which case Consignee will promptly notify AT in advance regarding the manner, scope and timing of such disclosure and provide details. The obligation of confidentiality shall survive the termination of Contract howsoever caused.
- 11.5 If Consignee receives regular work from AT, Consignee must provide a reasonable amount of advance notice of holiday dates.

12. AT RESPONSIBILITIES AND WARRANTIES

AT undertakes to provide Consignee with all information, support, documentation and cooperation, which may reasonably be required, to enable Consignee to carry out Consignee's obligations under this Contract and to facilitate the provision of such Services.

13. COPYRIGHT

- 13.1 The materials provided by AT for the purpose of carrying out Project(s) remain the property of AT and/or AT's Customer at all times.
- 13.2 The copyright of any Translated Works rests with AT or with AT's Customer.
- 13.3 The copyright in any Translation memory databases or glossaries created by AT, which may be provided to Consignee to assist Consignee with Project, rests with AT.
- 13.4 All Intellectual Property Rights in the Original Works and the Translated or other Works shall vest in AT or Customer.
- 13.5 AT hereby grants to Consignee a licence to share and use the Original Works and the Translated or other Works for the purposes of providing the Services to AT for the duration of Contract and for such time thereafter as required by Cypriot law or by the applicable laws in Consignee's country.

14. CONFIDENTIALITY

- 14.1 Consignee agrees to keep all materials provided by AT safe and confidential at all times and will not disclose the contents thereof to any person, firm or company or corporation except AT whether for monetary gain or otherwise.

- 14.2 Consignee agrees not to use the Confidential Information for any purpose other than the performance of his/her obligations in connection with this Contract.
- 14.3 If required by AT, Consignee agrees to return all documents as provided to Consignee by AT for Project(s) covered by this Contract. Consignee shall certify to AT that he/she has not retained any copies of information or data, except for one copy of each item which Consignee may use for audit purposes only and subject to the confidentiality obligations in the rest of this Clause.
- 14.4 Consignee agrees not to approach the end Customer of AT directly with a view to dealing directly with AT's end Customer for the Project(s) covered by this Contract. If AT's end Customer approaches Consignee with regard to Project(s), Consignee must promptly report any such approaches to AT.

15. ASSIGNMENT

- 15.1 Consignee may not assign his/her obligations under this Contract to a third party without the express written permission of AT and subject to quality controls.
- 15.2 AT may decline any such assignment if AT is not satisfied that such substitution possesses the necessary skills to carry out Project.

16. MUTUALITY OF OBLIGATION

- 16.1 These Terms and Conditions do not commit AT to provide ongoing work to Consignee or to provide Consignee with a specific number of Projects.
- 16.2 AT will contract with Consignee to provide specific work Projects commensurate with the skills and expertise of Consignee as agreed in advance by both parties.

17 INDEMNITY

Consignee shall indemnify and hold harmless AT, its Directors, employees and agents against all and any actions, claims, costs, expenses, losses, injury, damages and liabilities whatsoever and howsoever incurred resulting or arising from any act of omission of Consignee to the extent that the same are caused by or related to a breach of these Terms and Conditions.

18. INTERPRETER, VOICE-OVER, TRAINER AND OTHER SUCH SERVICES

- 18.1 By signing this Contract, Consignee agrees not to disclose to the end Customer of AT any "commercial in confidence" information, including the price to be paid by AT for the services of Consignee.
- 18.2 Consignee agrees not to approach the end Customer of AT directly for the purposes of soliciting business both during the duration of Project assigned to

Consignee and for a period of twelve months following completion of said Project.

- 18.3 Consignee will undertake at all times to use his/her best endeavours to ensure that he/she attends the Customer site on the date(s) and at the time agreed. If for whatever reason, Consignee is prevented from attending on the date(s) and at the times agreed, Consignee must inform AT in good time.

19. INTERPRETING AND TRAINING

- 19.1 If Project is cancelled 7 days or less in advance of the start of Project, Consignee may invoice 25% of the amount quoted.
- 19.2 If Project is cancelled 24 hours prior to the start, Consignee may invoice 50% of the amount quoted.
- 19.3 AT will endeavour to obtain from Customer and provide to Consignee documents relating to the Services as far in advance of the Event as possible.
- 19.4 Consignee may invoice for expenses incurred relating to Project. AT will provide a full refund of all agreed expenses against receipts.
- 19.5 All fees for such Services will be agreed in writing in advance. No changes to the quoted price from Consignee will be accepted unless the scope of the Project has changed.

20. DURATION AND TERMINATION

- 20.1 These Terms and Conditions shall remain in force and cover all Projects carried out by Consignee for AT.
- 20.2 Without prejudice to any other rights and remedies to which AT may be entitled under these Terms and Conditions, AT may cancel this Contract at any time if:
- Consignee goes into liquidation (in the case of a company) or becomes bankrupt (in the case of an individual)
 - Consignee is in breach of any of his/her obligations hereunder
 - AT's Customer indicates to AT that it is not satisfied with the work submitted
 - Consignee willfully introduces a virus or other harmful code. Consignee must properly protect him/herself and therefore AT against the introduction of viruses or other harmful code. If viruses or other harmful code are willfully delivered to AT by Consignee, AT will terminate Contract with immediate effect and may seek appropriate recompense from Consignee.

20.3 Upon termination of this Contract, Consignee shall return to AT all documentation or other such material as provided to AT for the purpose of fulfilling Project, save as outlined in Clause 14.3 above. Having returned all documentation or other such material to AT, Consignee shall certify that he/she has destroyed all electronic versions of such materials, save as outlined in Clause 14.3 above.

21. LIABILITY

21.1 In no circumstances will AT be liable to Consignee for any indirect special or consequential loss or damage (howsoever arising) in connection with this Contract. In particular, and without limitation to the foregoing, AT will not be liable for any loss by Consignee of business, revenue, profits, anticipated savings, opportunity, turnover or goodwill.

21.2 Save as required by law, in no circumstances will AT be liable for any loss or damage (whether direct, special, indirect or consequential) incurred by or for any injury (including death) to Consignee in connection with this Contract.

22. PUBLICITY

Consignee shall not make any public disclosures relating to this Contract or the subject matter of this Contract except for any disclosure required by law.

23. FORCE MAJEURE

Each Party shall have no liability to the other for delay or loss occasioned by any circumstance which is outside the other Party's reasonable control to prevent (including but not limited to war, industrial dispute, fire explosion, natural disaster, death).

24. ENTIRE AGREEMENT

This Contract, together with any specific Project related schedules and conditions, constitutes the entire agreement between Consignee and AT and supersedes all previous agreements, Contracts or representations, written or oral, with respect to the provision of Services.

25. JURISDICTION

The construction and validity of these Terms and Conditions shall be governed by and interpreted in all respects by the laws of Cyprus.

Any action arising out of or relating to this Contract shall be brought in courts situated in Cyprus.

The parties agree to submit to the exclusive jurisdiction of the courts of Cyprus.

For and on behalf of Acute Translations Ltd

For and on behalf of Consignee

NAME:

NAME:

SIGNATURE:

SIGNATURE:

DATE:

DATE:

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