General Terms and Conditions for Linguistic Services Provision

relating to business between Vendor and ACOLAD

WHEREAS

1.1. These General Terms and Conditions for Linguistic Services Provision (the "**Agreement**") are applicable to the relationship between the service provider specialized in the provision of linguistic services and related services (the "**Vendor**") on one hand, and the Acolad Group and its Affiliates ("**ACOLAD**") ordering services on the other hand.

1.2. ACOLAD provides to its end customers (the "**Customers**") linguistic services and/or other localization services including, but not limited to: translation, review, proofreading, post-editing, transcreation, copywriting, SEO, interpreting, voiceover, subtitling, DTP and localization (the "**Services**").

1.3. The Vendor agrees to furnish ACOLAD linguistic services related to some of the abovementioned services in compliance with this Agreement.

1. Purpose

The purpose of this Agreement is to define the conditions under which the Vendor agrees to provide ACOLAD with the Services.

The Vendor shall be responsible for the necessary equipment to provide the Services.

2. Ordering of Services

All Services ordered by ACOLAD shall be subject to a Purchase Order (hereinafter the "**Purchase Order**") which shall contain all information necessary for the Service to be undertaken and detail:

- The characteristics of the Services ordered,
- The price of the Services,
- The date of delivery.

Purchase Orders shall be made via the Vendor portal (the "**Portal**") or via e-mail.

The Vendor shall confirm each Purchase Order via the Portal or via another method if previously agreed with ACOLAD. By accepting the Purchase Order, the Vendor agrees to be bound and meet the requirements outlined in the Purchase Order, unless the acceptance procedure is agreed differently with ACOLAD.

In the absence of acknowledgment of the Purchase Order by the Vendor, ACOLAD has the right to assign the work to another Vendor.

If the Vendor does not agree to furnish the Service, the Purchase Order and its attachments shall be destroyed within 24 hours of written notification of non-acceptance.

ACOLAD may contact the Vendor to order additional services to the ones already commissioned.

By accepting the additional services, the Vendor may be required to fill and/or sign additional documents.

ACOLAD shall notify the Vendor when the Service is no longer required by the Customer. The Vendor undertakes to stop the execution of the Service immediately after receiving such notification. The Vendor shall invoice ACOLAD only for that part of the Service already completed on receipt of written

notification of cancellation from ACOLAD. The Vendor shall immediately deliver the part he/she has already completed after having received this notification of cancellation. The amount of the corresponding purchase order will be reviewed. Notification by telephone, or e-mail is also valid.

If the Service is an interpreting Service, ACOLAD will not pay the entire price of the Service but will pay the following cancellation fees:

a. 50% of the price of the Service if the cancellation occurs up to fourteen (14) business days before the date of the Service,
b. 80% of the price of the Service if the cancellation occurs between seven (7) and fourteen (14) business days before the date of the Service,
c. 100% of the price of the Service if the cancellation occurs seven (7) Business days or less before the date of the Service.

3. Delivery and Timely Delivery

Delivery of the Services shall be made on the date and time indicated in the Purchase Order. A delivery is considered late if the agreed upon deadline is not met and the Vendor has not proactively reached an agreement with the ACOLAD contact person to extend the deadline.

Any time a Vendor is late with a delivery, ACOLAD reserves the right to:

(i) cancel the Purchase Order and not be obliged to pay for any work already completed,
(ii) not accept the Service and not be obliged to pay for any unfinished work,
(iii) entrust it to a third party.

If ACOLAD does not cancel the Purchase Order, and the late delivery compromises the deadline to ACOLAD's Customers and /or impact deadlines for other languages (e.g. on orders/projects that involve multi-lingual content), 15% may be deducted from the total amount of the Purchase Order, without prejudice to any other indemnification ACOLAD may be entitled to.

4. Quality standards and non-adherence

4.1. Quality standards

a) The Vendor undertakes to provide Services in accordance with ACOLAD's Quality Standards (see Annex 1) as well as in accordance with the Customer's requirements set forth in the Purchase Order and/or ACOLAD's additional requirements for a specific project/order if such have been separately laid down in any instructions.
b) The Vendor undertakes to check his/her work prior to delivery, in terms of completeness, correct spelling (including automatic spell check), punctuation, consistency of terminology, compliance with specified terminology as well as accuracy of content, and to make any necessary changes so that the delivery meets the requirements of ACOLAD's Quality Standards (see Annex 1).
c) The Vendor shall inform ACOLAD about any necessary updates to the existing terminology that should be reflected in ACOLAD's terminology databases.
d) The Vendor ensures that the layout of the documents he/she delivers complies with the layout of the source file, using the technical resources specified in the instructions and at the agreed cost.

e) CAT Tools (Computer Assisted Translation), including, but not limited to, Translation Memory (TM) tools, Terminology Management tools, and Quality Assurance tools, may be used unless otherwise specified by ACOLAD.

f) However, the Vendor acknowledges that CAT Tools fall under the restrictions of Article "Confidentiality". Vendor is solely responsible in case of illegal or improper use of such tools.

g) If ACOLAD shares any translation memories with the Vendor, the Vendor shall only use these memories for work commissioned under this Agreement.

h) For reasons of confidentiality, traceability and quality, it is strictly forbidden for the Vendor to use any Machine Translation tool or an automatic translation system of any kind, whether on-line or not, unless other instructions are specified by ACOLAD. In case Machine Translation is requested by ACOLAD, the Vendor commits to exclusively work with the Machine Translation content provided by ACOLAD.

i) When linguistic Services are provided, the Vendor guarantees that the Services are performed by professionals who have a native-speaker level in the target language and who are compliant with the ISO 17100 requirements. The Vendor shall be able to demonstrate that she/he:

- Has a recognized graduate qualification in translation, linguistics from an institute of higher education; or

- Has a recognized graduate qualification in any other field and 2 years' fulltime experience in professional translating; or

- Has 5 years' fulltime experience in professional translating.

- has relevant skills, qualification and/or experience in the domains to which the Services relate.

4.2. Quality Standards non-conformances

a) ACOLAD reserves the right not to accept Services and deliverables (defined as all items produced by the Vendor within the framework of the Agreement, regardless of the form, storage media or type of writing thereof, herein the "**Deliverables**") that do not meet its Quality Standards (see Annex 1) and/or the Customer's requirements and specific project/order instructions.

b) In such a case, the Vendor undertakes to rectify his/her Service at no additional cost.

c) ACOLAD reserves the right to implement corrections without consulting the Vendor and to offset the extra expense incurred for correction by a third party, which in sum shall not exceed the maximum amount to be invoiced by the Vendor for such Service, if:
   - time constraints do not permit corrections by the Vendor, or
   - there are specific reasons for assuming that corrections by the Vendor cannot be made properly or on time (e.g. the Vendor cannot be contacted), or
   - ACOLAD is obliged to guarantee performance to its own Customer due to subsequent issues following the delivered assignment (i.e. a complaint).

d) Any Deliverable that has been found to be of poor quality either by ACOLAD's Customer or other evaluators, will be reviewed to determine substance and origin of errors. If the investigation shows that there is a non-conformance and that the Vendor was responsible for said non-conformance, penalties will apply in accordance with the below guidelines:

- Minor non-conformance (errors that compromise neither user safety nor document integrity but represent an area of recommended improvement): 10% of the total amount of the Purchase Order.

- Major non-conformance (errors that compromise the integrity of the document without risk to user safety, or efficacy of the product) with no consequences on patient care/user safety:

20% of the total amount of the Purchase Order plus the investigation fee of 5% of the total amount of the Purchase Order.

- Non-conformance compromising patient care/user safety and/or resulting in partial or total product recall: 100% of the order.

e) ACOLAD reserves the right to apply additional cost and recovery measures, including cancelling Purchase Orders in their entirety, depending on the severity of the errors and the extent of any rework. ACOLAD shall provide an explanation and the proof of the errors or non-conformities before applying such additional cost and recovery measures.

5. Payment

5.1. General Payment Terms

The price of the Service will be established in the Purchase Order or other written form of additional agreement. A Purchase Order does not serve as an invoice.

All prices are given exclusive of VAT.

The Vendor shall not charge ACOLAD for minimum fees or supplements for rush, weekend or evening work, unless explicitly agreed upon.

ACOLAD shall pay the invoices within forty-five (45) days end of the month unless a specific time period is defined by ACOLAD on each Purchase Order or any other form of additional agreement and in accordance with applicable laws.

Unless otherwise provided, all invoices shall be compliant with ACOLAD Invoicing Guidelines (see Annex 3) and bear the references:

- of the Vendor, i.e. name, address, bank account, IBAN code and VAT numbers and,
- to the Purchase Order and the related amount.

The fees related to the bank transfers shall be born under a 'shared' mode: ACOLAD pays the banking fees at its end; the Vendor pays the banking fees at his/her end (if any).

5.2. CAT scheme

The following standard payment CAT scheme will be applied to the agreed rates unless otherwise specified in a project-related price agreement or in a purchase order:

CAT match category	Weighting in %	
Perfect Match	0 % of basic word rate	locked segments
Context TM	0 % of basic word rate	
Segments not to be revised	0 % of basic word rate	
100%	10 % of basic word rate	segments not
Repetitions	10 % of basic word rate	
95-99%	20 % of basic word rate	
85-94%	35 % of basic word rate	
75-84%	35 % of basic word rate	
0-74%**	100 % of basic word rate	

**In case of Machine Translation, the percentage applied for 0-74% matches might vary depending on the language suitability and is established by us.

This standard payment CAT scheme may be reviewed and adjusted by ACOLAD periodically to reflect changes required by current market conditions and ACOLAD will inform the Vendor accordingly.

6. Term and Termination

This Agreement shall become effective on the date of the first Purchase Order for the provision of the Service assigned to the Vendor. Acceptance of a Purchase Order automatically entails the Vendor's acceptance of the Agreement. This Agreement shall remain in place for an indefinite term.

Both parties shall be entitled to terminate this Agreement with a notice period of thirty (30) calendar days.

ACOLAD is entitled to terminate the Agreement if:

- The quality of the Service does not meet ACOLAD's expectations and/or a justified Customer complaint is made regarding the Service delivered,
- The Vendor repeatedly fails to meet the delivery deadlines agreed with ACOLAD,
- the Vendor does not comply with the technical requirements specified by ACOLAD for the orders in question, in particular regarding software and formatting requirements,
- the Vendor does not fulfil his/her obligations towards social security authorities or does not do so correctly,
- The Vendor breaches the provisions of Confidentiality and Intellectual Property,
- There is a change of control over the Vendor which may create or is creating a conflict of interest with ACOLAD's activities. "Control" means the ability to direct the affairs of the Vendor whether by an Agreement, the ownership of shares or otherwise.

Unless otherwise specified by ACOLAD, any Service which has been ordered prior to the termination of the Agreement shall be delivered by the Vendor according to the corresponding Purchase Order and ACOLAD shall pay the price specified in such Purchase Order or otherwise agreed between the parties in writing.

All rights and obligations of the Parties resulting from the Services ordered prior to the termination of this Agreement shall remain in force after such termination.

7. Confidentiality

For the purpose of this Agreement, "**Confidential Information**" shall mean:

- Information contained in the documents covered by the Service and/or communicated by ACOLAD or ACOLAD's Customer in relation to the Service,
- Information on ACOLAD's and ACOLAD's Customers' and Partners' (other Vendors and providers) business sectors, commercial, financial and industrial policies and strategies,
- Information relating to ACOLAD's and ACOLAD's Customers' and Partners' (other Vendors and providers) know-how, technical data, banking secrecy and software,
- Any other information relating to a project (e.g. contract, passwords, production data).

The Vendor undertakes (i) to keep confidential all information he/she receives from ACOLAD, exercising the same degree of care it exercises to protect its own confidential information, but not less than a reasonable degree of care; (ii) not to disclose ACOLAD confidential information to any third party, either directly or indirectly, and (iii) not to use ACOLAD's confidential information except to exercise its rights and obligations under the Agreement.

The Vendor shall immediately notify ACOLAD of any unauthorized disclosure, misappropriation or misuse by any individual or entity of the Confidential Information of which the Vendor is aware.

Furthermore, the Vendor shall not derive any financial benefit, for himself/herself or others, by abusing or disclosing to a third-party Confidential Information which could substantially alter the price of securities, stocks, or options (hereinafter "**Insider Information**").

Notwithstanding the foregoing, the Vendor shall not have any obligation whatsoever with respect to confidential information that:

1. has or would become publicly available without this resulting from any fault of the Vendor,
2. is independently developed by the Vendor,
3. is known to the Vendor before it is disclosed to it by ACOLAD,
4. would legitimately be received from a third party who is not under an obligation of confidentiality, or
5. should be disclosed by law or court order (in which case it should be disclosed only to the extent required and after giving written notice to ACOLAD).

The Vendor's obligations with respect to confidential information shall remain in force for the duration of the Agreement and for a period of twenty (20) years following the end of this Agreement.

However, information covered by banking secrecy as well as Insider Information shall be kept confidential until they become public.

The Vendor undertakes to return or destroy, in accordance with ACOLAD's instructions, all confidential information, after completion or termination of each project within a maximum period of thirty (30) calendar days.

8. **Intellectual property**
   a. *ACOLAD Intellectual Property Rights*

The Vendor expressly acknowledges that it does not hold any intellectual property rights to the trademarks, logos or any other intellectual property rights of ACOLAD and its Customers. Consequently, the Vendor shall only use the documentation, information or material provided by ACOLAD for the strict purpose of the execution of the Agreement.

Any material, including texts, drawings, models, films, glossaries, terminology, etc., relating to the Service shall remain the sole property of ACOLAD and its Customers and shall be returned or destroyed without delay once the Service has been completed. The Vendor shall also return any software (e.g. manuals) issued to them for provision of the Service once the Service has been completed. At the same time, they shall also delete such software from his/her computer(s) and destroy any back-up or other copies.

Additionally, the Vendor formally undertakes not to use ACOLAD's trademarks in any way, in any form and for any purpose whatsoever, regardless of the medium used and irrespective of whether the use is public or private, without ACOLAD's prior written authorisation.

b. Intellectual Property Rights on Deliverables

ACOLAD shall become the exclusive owner, as and when they are produced, of all Deliverables and Vendor hereby transfers and assigns completely, exclusively, irrevocably, worldwide and for all jurisdictions, all intellectual property rights that are related to the Services and Deliverables, as from the moment of their creation and for the entire duration of the relevant rights.

The aforementioned transfer and assignment includes, but is not limited to, the right for ACOLAD to reproduce, exploit, multiply, modify, adapt, translate, distribute, publish, rent, lend, expose, make available to the public, offer for sale, sell, use, assign and license the Deliverables, by itself or through third parties, irrespective of the carrier (digital or analogue), the form (partial or complete), the means (including, but not limited to, scientific and other magazines, radio, television, reports, newspapers, internet, social media, online or streaming platforms) or purpose (commercially or non-commercially).

The Vendor accepts that this assignment is made in the most extensive way as permitted by the applicable law, without any limitation in time and without any other remuneration than the compensation as set forth in Article 5 of this Agreement. Non-payment based on reasonable grounds such as breach of the Vendor's obligations will in no event affect such transfer and assignment.

The Vendor waives its moral rights in the most extensive way as permitted by the applicable law and will not resist modifications or alterations of the Deliverables that do not harm its reputation. The Vendor further agrees that none of the Deliverables, will bear its name or logo.

c. Warranty

The Vendor represents and warrants to ACOLAD that it is the owner of all rights, title, and interest in and to its Deliverables' intellectual property, and that it has the right, authority, and legal capacity to grant any rights set forth herein.

ACOLAD shall therefore be entitled to disclose, commercialise or assign all rights concerning the Deliverables, with no need for authorisation from the Vendor or any third party.

The Vendor shall indemnify, defend and hold harmless, ACOLAD, its Affiliates and their officers, employees, agents, and subcontractors against all liabilities, damages, losses, costs or expenses (including, without limitation, costs of proceedings, attorneys' fees and expenses, damages awarded by a court) arising out of any suit, claim, or proceeding alleging that the Deliverables provided under this Agreement violate or infringe any intellectual property rights.

Upon ACOLAD's request, the Vendor undertakes to rectify the infringement without delay and at his/her own expense by acquiring and transferring to ACOLAD all intellectual-property rights on the incriminating part(s) of the Service and/or by amending the incriminating part(s) of the Service in such a way that they no longer infringe the intellectual-property rights.

9. Information security

In order to continuously improve the group-wide security level, comply with the high security standards of ACOLAD's Customers and to be prepared against the increasing number of criminal

attacks, ACOLAD has implemented an Information Security Management System (ISMS) based on the requirements of the worldwide recognized standard ISO/IEC 27001.

As part of the ISMS, ACOLAD has put in place Security Standards (in Annex 2), which all Vendors must implement.

10. Personal data

All information of a professional nature relating to the Vendor, e.g., address, rates, etc., and known to ACOLAD shall be stored in database. ACOLAD undertakes to treat this information as confidential and to prevent access by third parties. The way such personal data is processed by ACOLAD is detailed in the Privacy Policy for Vendors and Suppliers available on ACOLAD's website (https://www.acolad.com/legal-notices/terms.html).

The Vendor will also process personal data on the employees of ACOLAD and shall comply with the applicable data privacy laws such as the Data Protection Regulation 2016/679 for the processing of personal data.

When receiving personal data contained in the source documents necessary to the performance of Services from ACOLAD, the Vendor shall be considered a third-party and shall comply with Annex 2 of the of this Agreement in accordance with Article 10 hereabove.

11. Ethics

The Vendor hereby undertakes to strictly comply with any applicable regulations regarding business ethics, including ACOLAD's Code of conduct in Annex 5.

12. Representations by the Vendor

The Vendor represents and warrants that they comply with all laws and regulations applicable to them with regards to the Services, and that they have made all administrative, tax and social security declarations required by the regulations in force and to be personally responsible for them. The Vendor undertakes to provide all the documents listed in Annex 5.

The Vendor is solely responsible for paying his/her taxes. In addition, the Vendor shall guarantee that he/she fulfils all statutory obligations as a self-employed person.

Where, under the applicable law, ACOLAD is required to deduct any amount, whether as tax or otherwise called, ACOLAD shall deduct the required amount from any amount payable to Vendor. ACOLAD shall pay to the relevant tax authorities the amount so deducted in accordance with the applicable law. Where a Double Tax Treaty in force applies between the country of residence of the Vendor and the country of the ACOLAD division ordering the Service, the Vendor shall provide ACOLAD with a certificate of fiscal residence issued by the tax authorities of the country where the Vendor is tax resident within the meaning of the treaty, along with any additional documents according to local requirements, prior to payment of the first Vendor's invoice. The certificate shall be renewed annually, unless differently provided as per local legislation. Failure by Vendor to provide ACOLAD with the abovementioned certificate will immediately imply Vendor's sole liability for all withholding taxes or

any other taxes, charges or fees imposed on any amount payable to the Vendor, as well as any interest for late payment or penalties imposed by the Tax Authorities.

13. Liability

The Vendor shall assume full responsibility for the proper performance of the Services that are entrusted to it.

Consequently, in the event of any non-performance or improper performance that is attributable to the Vendor or that is attributable to any person working directly or indirectly under its control, the Vendor must compensate any damage that is/are caused to ACOLAD up to the amount of the Purchase Order.

In the event of any breach of confidentiality clause and non-competition clause that is attributable to the Vendor or that is attributable to any person working directly or indirectly under its control, the Vendor must compensate any damage that is/are caused to ACOLAD. However, Vendor's maximum liability per occurrence shall not exceed the amount of €10,000 (ten thousand euros).

The Parties acknowledge that monetary damages would not be an adequate remedy for all breaches of this Agreement by the Vendor and/or any person working directly or indirectly under its control, and that ACOLAD may, in addition to all other remedies available at law or in equity, obtain immediate injunctive or other equitable relief, without the necessity of posting bond or other security, to remedy or prevent any breach or threatened breach of this Agreement by the Vendor and/or any person working directly or indirectly under its control.

14. Force Majeure

Neither Party shall be liable or accountable to the other for failure to fulfil any obligation undertaken in this Agreement or for any loss or damage, delays, or disruption and/or malfunction, which may be suffered by the other Party or any person or entity claiming through or under the other Party, due to a Force Majeure event as defined under the applicable law.

Force Majeure events include but are not limited to: earthquakes; fires; floods; explosions; epidemics; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; lockouts; riots; power failures or shortages; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labour or trade disputes; acts of civil or military authority; governmental actions or omissions; or inability to obtain labour, material, equipment or transportation; acts or omissions of third parties, or any other cause beyond its reasonable control.

The obligations of a Party shall be suspended in the event of force majeure, provided that such Party:

- promptly notifies the other Party of the occurrence of the force majeure event and the estimated extent and duration of its inability to fulfil its obligations,
- does its utmost to mitigate the effects of the force majeure event on its ability to fulfil its obligations,
- resumes fulfilment of its obligations as soon as reasonably possible.

In the event that the duration of such events exceeds fifteen (15) calendar days, the Parties shall be free to withdraw from this Agreement by giving the others no less than fifteen (15) days' notice.

15. Insurance

Only when the applicable laws and regulations of the Vendor's residence requires it, the Vendor shall guarantee that he/she is covered by a professional indemnity insurance contract concluded with an insurance company known to be solvent. In this case, the Vendor shall provide proof of such insurance coverage upon request from ACOLAD.

16. Subcontracting

In case the Vendor is a freelance translator, he/she is not allowed to transfer the translation to another subcontractor without the permission of ACOLAD.

In case the Vendor is a legal entity (another translation agency or other company), which works with subcontractors such as freelance translators, Vendor shall require its subcontractors to comply with all applicable terms and conditions of this Agreement when providing such services and shall remain the sole liable party towards ACOLAD.

17. Assignment and change of ownership

ACOLAD shall have the right to assign this Agreement to any of its affiliates, parent and/or subsidiary company.

The Vendor is not entitled to assign, license, or transfer any of his/her rights and/or obligations undertaken in this Agreement or any part thereof without ACOLAD's prior written consent.

18. Non enticement of Customers

The Vendor undertakes not to solicit or agree to provide Services to ACOLAD's Customer as long as ACOLAD is providing services to this Customer and/or for the duration of the Agreement between ACOLAD and this Customer, unless the Vendor can prove that he/she has already provided the Customer with Services without ACOLAD's involvement before ACOLAD commissioned the first Service from the Vendor.

This provision shall apply even when the Vendor has not accepted or not executed a Purchase Order but has acquired knowledge about a Customer through a proposal from ACOLAD.

Such non enticement of Customers shall remain in force for a period of one year from the delivery date of the last Service furnished by ACOLAD to that Customer.

19. Non-solicitation

For the duration of the contractual relationship between the Vendor and ACOLAD, and for a period of one (1) year following termination of such contractual relationship, the Vendor shall not solicit or attempt to solicit, hire or arrange to hire any person who, at the time of the solicitation, was an employee or consultant of ACOLAD without prior written consent from ACOLAD.

20. Audit

ACOLAD may be requested to audit its Vendors by governmental or regulatory authorities or by its Customers. ACOLAD may also deem such audits necessary to resolve a critical internal issue or a situation which may constitute a threat to its commercial activities. When Vendor is a freelancer and/or has established its office at its place of residency, the audit shall not be carried out on the premises. Instead, Vendor may be required to provide background checks and criminal records check within the limits of applicable law.

Therefore, ACOLAD shall have the right, during the term of the relationship between the Parties and for three (3) years pursuant to its termination, at any time upon reasonable prior notice, to audit the Vendor.

Such audits may be performed by ACOLAD, ACOLAD Customers or any third party designated by ACOLAD who is subject to a confidentiality obligation, during customary office hours, taking into account the time zone in which the Vendor is located.

The Vendor shall cooperate in good faith with any auditor and shall provide all necessary information related to the audit.

21. Miscellaneous
a. *Independence of the Parties*

Both Parties shall be independent contractors. Nothing in this Agreement shall be read so as to construe any legal entity, joint venture, agency, commercial agency, for any purpose whatsoever. This Agreement does not in any way constitute a form of employment contract. The Vendor explicitly acknowledges that it is an independent service provider and that consequently it remains independent in the management of its time and obligations and that it is free to accept or reject the assignments offered by ACOLAD.

ACOLAD wishes to avoid working with providers whose activity substantially depend on ACOLAD's orders due to the consequences that could arise from situations of economic dependence.

The Vendor hereby declares it is not economically dependent on ACOLAD, meaning that the annual amount of the purchases made by one or several companies belonging to the Acolad Group does not exceed 30% of the overall revenue of the Vendor.

Should the annual amount of the purchases made by one or several companies belonging to Acolad Group with the Vendor exceed a threshold equal to 30%, the Vendor undertakes to (i) notify ACOLAD in writing and (ii) implement measures aimed at diversifying its customers.

In any case, the Vendor is aware that a high rate of economic dependence toward ACOLAD shall not limit ACOLAD's freedom to curtail or terminate the relationship with the Vendor.

The Parties agree to collaborate on a non-exclusive basis as detailed in this Agreement, to enable the provision of Services by Vendor. Subject to Articles 18 and 19, each Party is free to conduct business with other partners at its sole discretion.

b. *Waiver*

Failure of either Party to enforce or insist at any time upon compliance with any of the provisions of this Agreement shall neither be construed as a waiver of any rights or remedies hereunder nor in any

way affect the validity of this Agreement or any part thereof. No waiver shall be effective unless provided in writing, and no waiver or breach of this Agreement shall constitute a waiver of any previous or subsequent breach.

c. Entire agreement

The following annexes constitute an integral part to this Agreement:

- Annex 1 – Quality Standards
- Annex 2 – Security Standards
- Annex 3 – Invoicing Guidelines with Invoicing Example
- Annex 4 – Documents to be provided by the Vendor
- Annex 5 – Vendor Code of Conduct

This Agreement constitutes the entire framework agreement between the Parties relating to the Services and supersedes any prior agreements, promises, understandings, statements, or commitments between the Parties or representations made by either Party whether oral or written. These provisions shall not extend to any Non-Disclosure Agreement signed by the Parties, which shall thus be deemed still in force.

Unless otherwise agreed in writing by both parties, the provision of all Services is subject to the terms of this Agreement alone. The Vendor's general terms and conditions shall not apply.

d. Validity

Should any part of this Agreement be invalid or unenforceable in any jurisdiction for any reason, it shall be replaced with a corresponding text, which is valid and equivalent to the intended meaning. The rest of the Agreement shall remain unaffected and valid. This also applies to annexes of the Agreement.

The use of facsimile and electronic mail is expressly authorized for any written confirmation required under the terms of this Agreement.

e. Supplements

For any customer-specific information and instructions, the Parties shall refer to the customer-specific supplements. Should there be any discrepancy between the Agreement and the customer-specific supplement, the supplement version shall prevail.

f. Amendments

This Agreement shall be amendable by a commensurate agreement as follows: ACOLAD shall convey the modified terms and conditions prior to the planned entering into effect in the text-form and shall separately communicate the new provisions as well as the date these will enter into effect. At the same time, ACOLAD shall grant Vendor a reasonable period of at least thirty (30) days in length to declare whether or not it shall accept the modified terms and conditions of use for the further provision of the services. If no declaration is made within this period, which shall commence running from the receipt of the notification in text-form, the modified terms and conditions shall be deemed as stipulated.

g. Applicable Law and Jurisdiction

This Agreement and any subsequent modifications shall be governed and interpreted in accordance with the laws of the country or state of the ACOLAD entity issuing the purchase order with exclusion

of the United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980 ("CISG"). All disputes arising from this Agreement or related to its violation, termination, or nullity shall be submitted to the courts located in the district of the registered office of said ACOLAD entity.

Annex 1 – Quality Standards

1. **Scope and Purpose**

This document is an integral part of the service level agreement/framework contract between ACOLAD and the Vendor.

The document contains:

*   The ISO 17100:2015 standard definitions of the translation, revision, review and proofreading tasks,
*   The ISO 18587:2017 standard definition of full post-editing task,
*   A set of quality specifications regarding the linguistic, formal and technical requirements of the deliverable.

Any Vendor (hereafter referred to as the Translator, Reviser, Reviewer or Proofreader or Post-editor, depending on the task performed) performing a translation, revision, review, proofreading or post-editing assignment for ACOLAD is required to comply with these definitions and specifications, unless otherwise instructed.

2. **Important Basic Rules**

*   When accepting the job offer please consider if you feel comfortable with the subject matter and will be able to meet the requested deadline. If you don't feel comfortable with the subject matter of the project you have been offered/assigned or you cannot meet the requested deadline, please let the Project Manager know immediately.
*   Please make sure to run auto QA on each job you accept. If you have any questions about the auto QA and what settings to use, please contact Project Manager for appropriate instructions.
*   While doing revision, review or proofreading please contact the Project Manager immediately if you feel that the quality of the translation is substandard.
*   When doing post-editing please contact the Project Manager is you feel that the quality of machine translation output is substandard.

3. **Task Description**

    3.1. Translation

The Translator shall transfer the written source language content into the target language content in order to produce a text that is in accordance with the rules of the linguistic system of the target language and that meets the instructions received with the project assignment.

Throughout this process, the Translator shall pay attention to the following:

*   Terminology: compliance with specific domain and client terminology, or any other reference material provided, ensuring terminological consistency throughout the whole translation.
*   Grammar: syntax, spelling, punctuation, orthography, diacritical marks.
*   Lexis: lexical cohesion and phraseology.
*   Style: compliance with the proprietary and/or client style guide, including register and language variants.
*   Locale: local conventions and regional standards.
*   Formatting.

- Target audience and purpose of the translation.

On completion of the initial translation, the Translator **shall check his/her own work.** This process shall include a full checking of the content for possible semantic, grammatical and spelling issues, for omissions and other errors, as well as ensuring compliance with any relevant translation project specifications. The Translator shall make any necessary amendments before delivery.

Please note that not all translation projects have subsequent tasks and therefore, a deliverable from you should be considered as **final quality translation** and may be published upon your delivery.

3.2. Revision

Revision is a bilingual examination of the target language content against the source language content. The Reviser shall always be a second independent linguist other than the assigned translator and have appropriate competence in the source and target languages. The Reviser examines the translation for its suitability of purpose and detects any errors and other issues. This includes, as required by the project, comparison of the source and target texts for terminology, consistency and style.

Changes in translation should be applied only where strictly necessary. A change is considered necessary if it serves to rectify a non-conformity.

Re-writing of the translation is to be avoided. However, if the Reviser/Reviewer deems that re-writing is necessary, s/he should notify the Project Manager immediately.

3.3. Review

Review is a monolingual examination of the target language content to assess the suitability of the translation for the agreed purpose and recommend corrective measures. The review includes assessing domain accuracy and adherence to the relevant text-type conventions.

Although review is a monolingual check, any corrections need to be inserted in the bilingual as well as the monolingual file.

3.4. Proofreading (Linguistic Sign Off in Life Sciences)

Proofreading is examination of the target language content and application of the necessary corrections before printing.

The purpose of proofreading is to ensure that no errors were introduced during formatting and the document is ready to print. It involves **checking the translation against the source text.** The focus of proofreading is on completeness, accuracy and flow of the translation whilst using the source text as reference. It is not a review of the specialized content and does not involve rewriting the translation.

3.5. Full post-editing

Post-editing is editing and correcting machine translation output. The output of full post-editing shall be accurate, comprehensible and stylistically adequate, with correct syntax, grammar and punctuation. The aim of full post-editing is to produce an output which is indistinguishable from human translation output. Nevertheless, it is recommended that post-editors use as much of the Machine Translation output as possible.

When doing post-editing, post-editors shall focus on:

- Ensuring that no information has been added or omitted;

- Editing any inappropriate content;
- Restructuring sentences in the case of incorrect or unclear meaning;
- Producing grammatically, syntactically and semantically correct target language content;
- Adhering to client and/or domain terminology;
- Applying spelling, punctuation and hyphenation rules;
- Ensuring that the style appropriate for the text type is used and that stylistic guidelines provided by the client are observed;
- Applying formatting rules.

On completion of the initial task, the Post-editor **shall check his/her own work**. This process shall include a full checking of the content for possible semantic, grammatical and spelling issues, for omissions and other errors, as well as ensuring compliance with any relevant project specifications. The Post-editor shall make any necessary amendments before delivery.

4. Quality Specifications

The Translator, Reviser, Reviewer or Proofreader or Post-editor must provide a **ready-to-print** text, meaning that:

- The translation can be delivered to the end customer without requiring any further checks, revision, review etc.
- The target text fully complies with the linguistic requirements of the target language.
- Any omissions (missing words, sentences, paragraphs) are identified and corrected.
  - Translation/Post-editing: The Translator or Post-editor ensures this by means of a full check of his/her own work before delivering.
  - Revision/Review: The Reviser ensures this by means of a full source/target comparison; the Reviewer by a spot check against the source text. If omissions are identified, please notify the Project Manager immediately.
- Any mistranslations (failure to correctly render the meaning of source text into the target text) are identified and corrected.
  - Translation/Post-editing: The Translator or Post-editor ensures this by means of a full check of his/her own work before delivering.
  - Revision/Review: The Reviser ensures this by means of a full source/target comparison; the Reviewer by a spot check against the source text. If mistranslations are identified, please notify the Project Manager immediately.

5. Quality Assurance

Before delivering a translation or a revision, both Translator, Reviser and Post-editor must **always carry out a self-check** (Linguistic quality check) **of his/her own work, run auto QA** and **implement all the necessary corrections.**

A Linguistic Quality check (LQC) is always **MANDATORY** and is an integral task in both Translation, Revision and Post-editing linguistic services. The linguists in charge of the translation, revision and post-editing steps have to perform all relevant checks, including auto QA and side by side check of the original source file and final target translation, in order to guarantee the highest possible quality of their 1st pass delivery and should additionally deliver proof of this LQC together with their translation (QA report). In case of false positive report entries, please add a comment to the delivery, confirming the correctness of the translation and the LQC.

Please see Annex 1 for the LQC checklist. The checklist outlines some of the most common areas of concern but does not represent an exhaustive list. If you have questions about any of the items in the checklist, please contact the Project Manager for clarification.

6. Instructions and queries

All project-related instructions provided by ACOLAD must be taken into account throughout the assignment.

Please communicate any translation-related uncertainties or questions that may require end client clarification to the Project Manager as soon as they arise and well before delivery. As a rule, all issues must be resolved prior to delivery.

In case of any issues with the original files please communicate directly with the Project Manager. Questions regarding content of the translation need to be inserted into a *Querysheet* and sent to the Project Manager. In case of larger assignment several query sheets could be sent throughout project life cycle and at any given stage of the process of translation/post-editing/revision/review. In order to mitigate the risk of delays due to open queries, questions should be raised as promptly as possible.

Please submit all new/suggested terminology with the delivery. Suggestions will be analysed and considered for inclusion in ACOLAD terminology databases.

7. Delivery

7.1. For Translation, Post-editing and Revision

After completing the assigned task, the Translator, Post-editor and Reviser makes the files available at a dedicated location, in line with the instructions given by the Project Manager. The content of bilingual and monolingual target translation files must be identical.

The standard delivery includes: (unless instructed otherwise)

- The translated/post-edited bilingual files/package in CAT tool (.sdlxiff or equivalent)
- Properly cleaned and formatted monolingual target translation files
- Automated QA reports either completely clean or with a confirmation that the remaining issues are false positives only
- Comments and remarks if any

7.2. For Review and Proofreading

After completing the task, the Reviewer and Proofreader delivers via task package or makes the files available at a dedicated location.

The standard delivery includes: (unless instructed otherwise)

- The reviewed files with annotations or track changes per file format
- Updated bilingual files (unclean/package and clean target translation files, unless instructed otherwise)
- Comments and remarks if any

7.3. Naming Convention

It is not allowed to change the name of the translated file, except for adding the ISO 639-1 target language code according to the following format:

[ORIGINAL NAME]_[TARGET LANGUAGE CODE].[FORMAT]

(For example: "**title_EN.doc**" for a Word document translated into English).

If revision or review is performed, "rev" (for revision) or "rwd" (for review) is added between the language code and the format ("**title_ENrev.doc or "title_ENrwd.doc**"). ACOLAD uses 2-letter language codes from ISO 639-1 for identification of the languages.

Annex 1 - Linguistic Quality check (LQC)

Specification	Description
Fundamental checks	
File can be opened	No corruptions, garbled characters due to tag integrity, etc. are found No unintentional blank pages are left
Correct target language	Check for correct language locale
File names	File names are not altered and are consistent with client instructions
Full set of files/batch	All files/batches are accounted for; translated files are available in the Output Package/Delivery folder
Client and project-specific rules and instructions	Verify that STA, style guide, glossaries, references and instructions have been followed
Open queries and answers	Make sure all questions are answered and answers implemented in the translation
Comments/remarks added to the translation	Any necessary remarks are appropriate both in terms of format as well as wording
Automated process completed	**Auto QA**
Process full tag check	Used tag checker in the CAT tool
Process spellcheck	Used spellcheck in CAT tool or Windows spellchecker
Process termcheck	Used termverifier integrated in the CAT tool
Unedited fuzzy matches	Used QA checker in CAT tool
Consistency checks	Used QA checker in CAT tool
General layout	
Clean files	Verify that no tag issues, etc. remain in target file; Check for text irregularities Make sure no words are cut-off Check for suspicious capitalizations in mid-sentence

Punctuation	Follow the source punctuation whenever is appropriate and does not interfere with target language rules Ensure there are no missing or additional punctuation marks Check that bulleted/numbered lists follow source (or are consistent with language requirements)
Spaces	Verify that there are no double spaces or missing spaces between words, after trademark symbols, etc. Verify that space between number and unit are consistent based on language rules Check consistency in spaces before degree symbols based on language rules
Hyphenation	Check for cut-off words, suspicious line breaks, etc. and verify that hyphenation was enabled and hyphenation was correctly applied
Table format	Ensure table, row and column dimensions are adapted to source and target language requirements as applicable in file format Check in target language whether row span was kept in same format as source which could then lead to words cut off or other issues
Symbols (#, &, %, <, >)	Are there the same symbols in the source text? Are they handled consistently in the languages? Pay particular attention to symbols when used in software strings. These may have different role/meaning than usual
Parentheses, brackets	Check for complete set (opening/closing, consistent format)
Quotation marks	Verify that language-specific quotation marks are used consistently within language.
Display Images	Ensure graphics, callouts, screenshots etc. are correctly displayed Are they localized correctly when this is the client requirement? Check as applicable in file format Make sure text linked to images matches
Formatting	Verify that source and target are consistent (font in italics, bold, underline, indentation, etc.)
Capitalization	Examples may include titles, headers, words within sentences (e.g. SMART) Check that they are handled according to language requirements
Table of Content (TOC) Index	Entries and page numbers match source Entries match corresponding headers Hyperlinks work properly and link to correct language/location (if applicable and can be checked in final format) Index is sorted properly and in alphabetical order Please perform spot checks
Page numbers	Make sure page numbers and page counts are consecutive and accurate

Content related	
Source text not left	Check for any elements left in source language Ensure all content is included in target language(s)
Content completeness	Count number of paragraphs Count number of sentences
Trademarks, company names, product names, proper names	Make sure that these are handled according to client specifications and are consistent Verify that there are no spelling errors or formatting differences between source and target Descriptors are translated consistently within and across languages, e.g. NET® Surgical Suture
Acronyms and abbreviations	Ensure they are handled consistently and in accordance with instructions (translated/kept in English with parenthetical translation per client instruction)
Repeated words	Verify whether they are intentional/language-specific or qualify as an error
Addresses and contact information (links, emails or phone numbers)	Ensure that they are handled consistently and according to client requirements. Verify with style guide or SM whether parts, such as country names, should be localized Confirm how 800 numbers should be handled
Units of measurement/temperature	Verify that client instructions were followed Consult with style guide or SM on how to handle units of measures Options: • Convert to the measurement unit typically used in the target language (ensure conversions are approved and consistent) If two unit systems are used (imperial and metric), confirm option should be either • Keep both (imperial and metric/ °C and °F) • Revert order (metric and imperial according to what is preferred in the language) • Keep only the one the target language usually uses
Date/time format	Check whether date/time format is handled according to instructions and language requirements
Figures and numbers	As a general rule, target language rules should be applied, including decimal and thousand separators Ensure that conversions are consistent across languages and confirmed with client
References to publications, books, etc.	Confirm with style guide or SM on how to handle them per client preference
Legal acts	Confirm with style guide or SM whether to translate or keep in original language followed by parenthetical translation
International (technical) standards (ISO, IEC, etc.)	Confirm with style guide or SM whether to translate them or leave in original language
Headers and footers, references to other	Check for consistency and accuracy

Software references	Confirm with style guide or SM whether to translate or keep in original language (with parenthetical translation) Has the software been translated in the target? Do you have access to the translations for cross checks (glossaries, etc.)?
Errors in the source text	Do they influence target languages? Are they handled consistently? Be aware of unnecessary double spacing, wrong punctuation, typos, wrong grammar agreements and incomplete sentences

Annex 2 – Security Standards

Vendor shall implement and maintain the following technical, organisational, and physical security measures during the Term of the Agreement.

For the purpose of this Annex, a distinction is drawn between Vendors which are individuals/freelancers and Vendors which are companies.

Some technical, organisational, and physical security measures will only apply to Vendors which are companies.

Technical and organisational security measure	Applicable to **ALL** Vendors	Applicable **ONLY** to Vendors which are companies
General management of accounts and passwords		
All IT systems must be accessed through a login	X	
User authentication shall be made through registered user accounts	X	
The user must be blocked after a limited number of failed attempts to log in	X	
Each user shall set a dedicated password with at least 10 characters, combining different types of alphanumeric characters and special characters (see below)	X	
Password strength requirements must meet common security standard (e.g. ISO, NIST) length and complexity	X	
All default passwords must be changed from default values	X	
A password history shall be recorded		X
A periodic expiration of passwords shall be set up		X
Temporary passwords shall securely be communicated and prompted to change after their first use		X
Session control		
Screens must be automatically password-protected and computers shall lock automatically when temporarily not in use	X	
Session controls, including account lockout and session timeout must be in place		X
Multi-factor authentication (MFA)		
Multi-factor authentication must be in place for any privileged and/or administrative accounts.		X
MFA must be in place for any applications that are internet facing.		X
MFA must be in place for any remote access methods (e.g., virtual private networks, remote desktop protocols).		X
Passwords change and deactivation of accounts		
Passwords shall immediately be changed when there is reason to believe an account has been compromised	X	

A formal process shall be implemented to timely deactivate accounts and change the account's passwords of the people exiting the Vendor company and/or changing to a different position that no longer requires him/her to have access to the systems and applications (e.g., within 24 hours of termination/amendment of their contract with the Vendor company).		X
Accounts without recent activity (e.g., the last 90 days, with the exception of those only used for quarterly, semi-annual and annual processing) must be disabled.		X
User's identity must be verified before a password is reset		X
An auditable and binding procedure to reset forgotten passwords shall be implemented		X
Segregation of access and set up of specific user accounts		
A formal approval process shall be implemented to grant access based on the user's business need to perform job duties (i.e., least privilege, meaning the level of access needed but not more)		X
Segregation shall be made between request, approval and granting of access		X
User accounts for access to systems, services and applications must be assigned to individual users and not shared		X
Privileged and/or administrative user accounts must be different than the standard user account and have unique user login ID's. Privileged accounts (elevated level of access, which grants powers within a computer system, which are significantly greater than those available to the ordinary user) must be restricted and only assigned to authorized users		X
Periodic access reviews of all users, system accounts, test accounts, and generic accounts must be performed and documented at least annually		X
Remote access and encryption		
All remote accesses to IT systems shall be secured (VPN, strong authentication, etc.)		X
Server systems can only be administered with console password or via password-protected and encrypted connection		X
A secure wireless network shall be set up	X	
Mobile devices shall be encrypted	X	
Mobile endpoints (smartphones, tablets) must be secured using a mobile device management system	X	
Data transmitted through the internet shall be encrypted (email encryption, SSL encryption)	X	

	Applicable to ALL Vendors	Applicable ONLY to Vendors which are companies
Endpoint devices must be encrypted and secured with a password		X
Antiviruses and firewalls		
Servers and endpoints must be secured using virus/malware protection that are kept up to date.	X	
Regular updates (automatic or manual) of antiviruses and firewalls shall be implemented	X	
Intrusion detection or intrusion prevention systems must be implemented to detect and respond to unauthorized or malicious network traffic		X
Updates		
Critical updates shall be installed for operating systems without delay	X	
Systems must be maintained at levels to allow the latest security patches/service packs to be applied	X	
All systems must be patched for operating system and major component updates upon security related patch release and evaluation in accordance with common security standards (e.g., ISO, NIST)		X
Electronic signature		
Electronic signature shall be used when applicable	X	
Backups		
Data backups shall be created on a regular basis with control over carrying out and verifying theses backups	X	
Testing procedures		
Procedure for testing, analysing and assessing the efficiency of technical and organisational measures (penetration tests, scans for internal and external vulnerabilities, etc.) shall be implemented		X
Annual independent penetration tests on its networks and applications that handle Information		X
Procedure for managing security incidents		
Procedure for managing security incidents shall be implemented		X
Applications updates shall be installed in case of critical breach		X

Physical security	Applicable to ALL Vendors	Applicable ONLY to Vendors which are companies
Access control		
Premises must be secured from the Outside In		X
Server room must be locked up with controlled and registered access (Server rooms must have a higher degree of protection than the rest of the spaces)		X
Workplace shall only be accessible to the staff/professionals	X	

Identity checks must be performed to make sure the people accessing secure spaces are the intended members of the staff		X
All door hardware must be connected directly to intelligent or semi-intelligent readers		X
Proper fire extinguishers must be in place all over the perimeter and members of the staff must be trained to use them and to perform the evacuation protocol		X
There must be an active pest control plan		X
There must be a keys' & badges' management policy		X
Professionals working in co-working spaces must ensure all the access control measures of this section are implemented	X	
Professionals should not use hybrid devices (personal/professional)	X	
The staff must not use hybrid devices (personal/professional)		X
A risk assessment on effectiveness of the access control measures must be done at least once a year		X
Surveillance		
An active surveillance system 24/24h & 365/365d must be implemented and monitored by specialized members of the staff		X
Professionals working in co-working spaces must ensure all the access control measures of this section are implemented	X	
Any working space shall be considered a restricted area, hence regulated by access and surveillance principles the staff/professionals must know and understand	X	
An active plan must be implemented to create and develop a Security Culture within the Vendor Company		X

Annex 3 – Invoicing Guidelines with Invoicing Example

1. Purpose

This document describes the ACOLAD invoicing procedure for Vendors. This document applies to all Vendors providing Services to any ACOLAD entity **ONLY** through former *euroscript/Vendor Platform system*, former *AMFX/FXTracker* and former *Sajan/Transplicity system*. These are general guidelines, and they should be followed unless otherwise agreed in advance or unless the Services are provided through other system(s).

2. Vendor Platform system

2.1. Pre-invoicing list

ACOLAD's production system will generate a *Pre-Invoice* – a summary of all the delivered and released orders you have delivered to us in a given month.

By the fifth working day of every month, ACOLAD sends the Pre-Invoice(s) to each Vendor who has carried out work during the previous month. This list provides a detailed breakdown of the tasks performed (name of order, service provided, price per word, word count, total order price, etc.). This is automatically performed by our production system (e-mail address: escaepe-system@amplexor.com). Please **do not** reply to this no-reply e-mail address. A list of e-mail addresses for each country can be found in point 6 of this document.

When you receive the list(s), please verify it against your own records to make sure that all information is correct. If you detect an inconsistency (missing job, wrong word count or price per word, etc.), then please contact **the person who ordered the job** (not the person that is CC'd on the e-mail with your Pre-Invoice) and he/she will help resolve the issue. Any corrections deemed necessary will be made directly in the system; the Provider will receive a corrected/additional Pre-Invoice.

Once you have clarified all inconsistencies and you are satisfied with the information provided on the Pre-Invoice(s), you can start preparing the invoice.

2.2. Preparing the invoice

Please issue an invoice for the orders only after you have received a Pre-invoice list from us.

Invoice checklist (all below information must be on page one):

- ACOLAD address (Choose the address of the ACOLAD office that you will be invoicing – the list of addresses can be found in point 5 of this document)
- Your address
- Your vendor ID
- Your name or your company name
- Invoice number and invoice date
- Complete bank details: beneficiary, bank, account number (IBAN), Swift Code/BIC
- Your EU VAT number (or a comment "Not VAT registered")

- <u>ACOLAD VAT number</u> (Choose the VAT number of the ACOLAD office that you will be invoicing – the list of addresses can be found under point 5 of this document)
- <u>Pre-Invoice number</u>(s) (not file name but pre-invoice number starting with XX75....) with date of delivery/fulfilment of service
- <u>Due date:</u> as defined in the purchase order or any other form of additional agreement and in accordance with applicable laws
- <u>Method of payment:</u> bank transfer
- <u>Total amount</u> of the Pre-Invoice and <u>currency</u>
- <u>Number of units ordered, and unit price</u> have to be indicated in an invoice if you are resident in any of EU country

Attachments:

The invoice should be sent with the following attachments:

- Pre-invoicing list(s)
- or – only if agreed with ACOLAD in advance – a self-prepared list of jobs (if not all orders fit on the first page of the invoice, please create a list with them on a second page).

Formatting:

- Please send your invoices in .PDF format and avoid MS Word or Excel files.
- Your invoice should fit on one page in portrait format (if not all orders fit on the first page of the invoice, please create a list with them on a second page or attach pre-invoicing list(s)).
- Please use a common and readable font.
- Leave enough space between letters and lines.
- Do not use any background color – preferably, invoices should be black and white.
- Your invoice number is defined by your accountancy and should be sequential.
- Use only numerical formats. Write all codes (e.g. account number, IBAN, SWIFT, etc.) without any special characters, like hyphens, commas, dots; they have to be written on one line.

European Union VAT rules

- VAT only applies for EU residents. If you are a resident of the EU, you should quote your and our VAT number on your invoice.
- The VAT number should always start with the country code of your state of residence.
- Within the EU translation services are VAT free which means that you should not add the VAT amount in your invoice.
- If you are not registered (you do not have a VAT number), please quote "not registered". In this case, indicate the local law according to which your services are VAT exempt.

Submitting the invoice

We kindly ask you to submit an invoice for every month you have worked. Please submit it by the tenth of the month. Please always contact the accounting department if you have any questions about invoicing and payment.

You can combine Pre-Invoices from several months in one invoice.

Please submit your invoice for payment within 90 days of the work (PO) deadline date.

If you perform work for several entities during one month, you need to create a separate invoice for each office.

Payment of invoices

The fee invoiced by the Provider shall be payable as per the net payment terms stated in the work order or any other form of additional agreement and in accordance with applicable laws and after a period agreed with the entity you cooperate with.

Updating vendor information

In case your personal details (contacts, bank details and VAT status) change, please inform the ACOLAD offices that you work with about it, so that your data can be updated.

3. FXTracker system

Amplexor Life Sciences LLC, former ForeignExchangeTranslations

All invoicing to Amplexor Life Sciences must be performed via the online Vendor Portal: https://fxvendors.amplexor.com/login.asp

Invoices submitted by email, fax, mail or any means other than the online Vendor Portal, will not be processed.

The invoice must be submitted for payment within 90 days of the work deadline date.

The fee invoiced by the Provider shall be payable as per the net payment terms stated in the work order as per the agreed payment terms or any other form of additional agreement and in accordance with applicable laws.

The Provider must have a SWIFT connected bank account. ACOLAD only makes payment via bank transfer.

All invoices shall bear the references of the work and the Provider, i.e. name, address, bank account, IBAN code and VAT numbers. Bank transfers shall be made in 'shared' mode: ACOLAD pays the banking fees at its end; the Provider pays the banking fees at his/her end (if any).

Invoices must be submitted in the format specified by the relevant ACOLAD entity.

CONDITION TO PAYMENT: YOU/VENDOR/PROVIDER MUST SUBMIT AN INVOICE FOR PAYMENT WITHIN NINETY (90) DAYS OF THE PO DEADLINE DATE. YOU ACKNOWLEDGE THAT TIME IS OF THE ESSENCE IN THE SUBMISSION OF INVOICES AND YOU SURRENDER THE RIGHT AND SHALL NOT CHALLENGE THE REJECTION BY ACOLAD OF ANY INVOICE SUBMITTED MORE THAN NINETY (90) DAYS AFTER THE PO DEADLINE DATE.

For any questions regarding payment of submitted invoices, please contact Accounts Payable at accountingAMFX@amplexor.com.

Please make sure that you provide the invoice number and the PO number provided by ACOLAD (this is not to be confused with the project number. The PO number appears on the PO that you receive via email from our PO system).

4. Transplicity system

Amplexor Ireland Ltd and Amplexor Inc. in USA, former Sajan

4.1. Required Forms – (Amplexor Inc. Suppliers Only)

- Vendor Partners residing in the United States are liable to pay US Income Tax, please fill out the attached W9 form.
- Vendor Partners residing outside the United States are not liable to pay US Income Tax, please fill out the attached W8-BEN form.

Note: Payments will not be made until we receive one of the forms listed above (W8-BEN or W9).

4.2. Payment Terms

The fee invoiced by the Provider shall be payable as per the net payment terms stated in the work order or any other form of additional agreement and in accordance with applicable laws and after a period agreed with the entity you cooperate with. Invoices must be received by *Amplexor Ireland Ltd or Amplexor Inc. in USA* within 90 days of project completion. Any invoice not received within the 90 day requirement will not be accepted.

4.3. Purchase Orders

The purchase order generated from our system does not serve as an invoice; it is supplied for informational purposes only. You must submit an invoice with the purchase order number on it to ensure payment. An invoice template is available from the Vendor Management team. The amount listed on your invoice must match the amount of the accepted purchase order.

4.4. Rates

- Rates are negotiated in either USD or EUR. All invoices must be submitted in the currency negotiated. Some vendors may have rates negotiated in both currencies. Separate invoices are required for each currency.
- If rates are negotiated in one currency and the exchange rates fluctuate significantly, ACOLAD reserves the right to re-negotiate the rate.

4.5. Invoice Requirements

1. Company Name and/or First and Last Name
2. Invoice Number
3. Project Number
4. Purchase Order Number
5. Invoice Total
6. Tax ID number (for Non-USA vendor)
7. Payment Options
   a. *Amplexor Inc.* Options – USD Payments Only
      i. Payoneer

°Local Bank Transfer = $3.00 fee

°Pre-Paid Card = $3.00 fee plus $12.99 one-time fee to order card

**If you are interested in a Payoneer account, please reach out to the relevant Accounts Payable (accountspayable@amplexor.com)

   b. *Amplexor Ireland Ltd* Options
      i. Bank Transfer – EUR payment (in SEPA zone) = No Fee

ii.   Bank Transfer – EUR payment (outside SEPA zone) = 15€ fee

iii.   Bank Transfer – USD payment = Equivalent of 15€ fee

Note: All fees will be deducted from your payment. Payment of invoices can be put on hold (thru email request) if a specific dollar amount would like to be reached before payment is made.

5. Rikai system

Rikai specific Invoicing Guidelines are available on the Webhelp in Rikai. Link to the Webhelp:

https://rikai.amplexor.com/webhelp/vendor_user_guide/

ACOLAD entities contacts and details for invoices

For your payment to be processed and paid in timely manner, please follow the details mentioned below.

ACOLAD Entity	E-mail	Postal address	VAT	Details
Compagnie AMPLEXOR Canada Inc.	accounting**CA**@amplexor.com	152, Notre-Dame East Street, Suite 400 H2Y 3P6 Montreal (QC) Canada	TPS/GST 839955879	Invoice sent by e-mail is sufficient.
AMPLEXOR Switzerland AG	accounting**CH**@amplexor.com	Stampfenbach strasse 123, 8006 Zürich | Switzerland	CHE-105.853.200	Invoice sent by e-mail is sufficient.
AMPLEXOR (Suzhou) Digital Information Solutions Co. Ltd.	accounting**CN**@amplexor.com	3-B401 Creative Industry Park, No 328, XingHu Road SIP 215021 Suzhou China	3217005969 55421	Invoice sent by email is sufficient, but it should have manual signature or electronic signature on invoice.
AMPLEXOR Deutschland GmbH	accounting**DE**@amplexor.com	Buchhaltung Alt Moabit 91 D-10559 Berlin Germany	DE19049442 8	Invoice sent by e-mail is sufficient.
AMPLEXOR Digital GmbH	accounting**DE**@amplexor.com	Buchhaltung Alt Moabit 91 D-10559 Berlin Germany	DE81439413 2	Invoice sent by e-mail is sufficient.

AMPLEXOR España, S.R.L.	accounting**ES**@amplexor.com	Avenidad de Bruselas 8, Oficinas 25-31 01003 Vitoria-Gasteiz Spain	ESB85919942	Invoice sent by e-mail is sufficient. Vendor not residing in Spain are asked to provide a valid residence certificate for tax purposes (to avoid taxation at source). Further information can be obtained from the Vendor Manager.
AMPLEXOR Language Services SASU	accounting**FR**@amplexor.com	38 Boulevard Paul Cézanne, Bâtiment les Miroirs F-78280 GUYANCOURT France	FR92832448724	Invoice sent by e-mail is sufficient. SIRET Number: 83244872400035 SIREN Number: 832448724
Amplexor Ireland, Ltd.	accounting**IE**@amplexor.com	Blackthorn Exchange (Unit B, 1st Floor) Bracken Road, Sandyford 18 Dublin Ireland	IE9715717M	Invoice sent by e-mail only
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AMPLEXOR Latvia SIA	accounting**LV**@amplexor.com	Place 11, Sporta iela 11, 7th floor Riga, LV-1013 Latvia	LV40003654496	Invoice sent by e-mail is sufficient. Physical persons not residing in Latvia and self-employed vendors are asked to provide a valid residence certificate for tax purposes (to avoid taxation at source). Further information can be obtained from the Vendor Manager.
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AMPLEXOR Services S.R.L.	accounting**RO**@amplexor.com	Cotroceni Business Center, 7 Iuliu Maniu Blvd., U building, 1st entrance, 4th floor, 6th District RO-061072 Bucharest Romania	RO13661055	Invoice sent by e-mail **AND** original to be sent by post / delivered personally.
AMPLEXOR Singapore PTE. LTD	accounting**SG**@amplexor.com	10 Anson Road, #03-27 International Plaza, 079903 Singapore	Not Applicable	Invoice sent by email is sufficient, but it should have manual signature or electronic signature on invoice.
Amplexor Life Sciences, LLC	accounting**AMFX**@amplexor.com	10385 Westmoor Drive, Suite 215, Westminster, CO 80021 USA	Not Applicable	Invoicing is carried out online in FXTracker production system
Amplexor, Inc.	accountingsajan@amplexor.com	625 Whitetail Blvd River Falls, WI 54022 USA	Not Applicable	Invoice sent by e-mail only TIN 41-1881957

Annex 4 – Documents to be provided by Vendor

When first providing Services to ACOLAD and every six months until the end of its execution, the Vendor shall communicate to ACOLAD the following documents:

- Where registration of Vendor in a professional register is compulsory in the country of establishment or domicile, one of the following documents:
    - A document issued by the authorities holding the professional register or an equivalent document certifying such registration;
    - A quotation, an advertising document or professional correspondence, provided that it states the name or corporate name, full address and the nature of the entry in the professional register.
- Where registration of Vendor in a professional register is not compulsory in the country of establishment or domicile, an official document mentioning its identity and address and registration number where applicable;
- In all cases, a document mentioning its individual tax identification number, where Vendor is not required to have such a number;
- In all cases, a document attesting to the regularity of the social/labour situation[1] of Vendor and, where the legislation of the country of domicile so provides, a document issued by the body managing the compulsory social security scheme and mentioning that Vendor is up to date with its social declarations and the payment of the social security contributions;
- Where applicable, the list of names of foreign employees employed and subject to a work permit. This list, drawn up from the single personnel register, specifies for each employee, their hiring date, nationality and the type and serial number of the document validating the work permit.
- Where Vendor posts employees abroad for the purpose of performing the Services, the relevant documentation under that applicable law.[2]

When first providing Services to ACOLAD and every year until the end of its execution, the Vendor shall communicate to ACOLAD the following documents:

- Where a Double Tax Treaty in force applies between the country of residence of the Vendor and the country of the ACOLAD ordering the Service, an original certificate of fiscal residence issued by the tax authorities of the country where the Vendor is tax resident within the meaning of the treaty and any other additional document, pursuant to local requirements,
- Where professional indemnity insurance is compulsory for contractors under the applicable law, a certificate of insurance coverage.

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[1] In compliance with Regulation (EC) No. 883/2004 of 29 April 2004 where the Vendor is based in the EU.

[2] Where employees are posted in France, a copy of the preliminary filing to the Labour Inspectorate, a copy of the letter appointing a French representative for the Vendor in its relations with the French authorities, a sworn declaration by Vendor that the posted employees are provided with decent living and labour conditions in accordance with social legislation in the host country.

ACOLAD is committed to the highest social, environmental, health and safety standards, and expects Vendors to do the same. Vendors must comply with local and national laws and regulations. In addition, Vendors are expected to adhere to the following standards.

Health & Safety

Vendors shall provide safe and healthy working conditions for their employees and authorized subcontractors. Vendors shall comply with local and national laws and regulations regarding health and safety in the workplace and shall have the required authorizations, licenses and permits from local and national authorities. Vendors shall have documented health and safety policies and/or procedures in place, as well as adequate safety infrastructure and equipment. Vendors identified as having moderate to high health and safety risks must take the necessary steps and provide evidence of their continued progress towards the implementation of a recognised health and safety management system. Vendors on ACOLAD premises must comply with all applicable ACOLAD policies and guidelines.

Security

Vendors must ensure that they take all necessary steps to protect their employees, contractors working on their sites, and their infrastructure, especially in conflict zones. Specifically, Vendors must have a crisis management policy in place that can be directly implemented to ensure that they can respond effectively to emergencies as quickly as possible.

Working conditions

Vendors must provide fair and decent working conditions. Employees shall be paid at least the local industry rate or the minimum wage required by the law of the country in question, whichever is higher, and shall be provided with social protection in accordance with local standards. If no minimum wage is set by national law, fair and decent working conditions expected from Vendors imply that employees are paid according to the level of remuneration expected in the country, the cost of living, social protection and the local standard of living.

Freedom of Association and Non-Retaliation

Vendors shall respect workers' freedom of association. Employee representatives shall not be discriminated against or have their employment contracts terminated for exercising their rights as employees, raising grievances, participating in union activities or reporting activities that may be illegal.

Forced Labour

Vendors shall not:

- Engage in any form of human trafficking, whether by force, fraud, or coercion; or any form of involuntary servitude or slavery;
- Engage in any form of sex trafficking or procure commercial sex acts during the performance of the Agreement;
- Use forced or involuntary labour in the performance of any work related to the Agreement;
- Engage in, or support, any form of child labour and employ workers who do not meet the minimum legal age for their location;

- Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents;
- Use misleading or fraudulent practices during the recruitment of employees or offering of employment;
- Charge employees with recruitment fees.

Non-discrimination

Wage decisions should be made on the basis of relevant and objective criteria. No distinction should be made on the basis of the following criteria (non-exhaustive list): age, disability, gender, sexual orientation, political or other opinion, ethnic or social origin, religion. So-called employment decisions include (but are not limited to): recruitment, promotion, dismissal and relocation of employees, training and skills development, health and safety, or any policy related to working conditions, such as working hours and pay.

Compliance with environmental regulations

Vendors are required to respect and comply with environmental laws at all levels (local, national and international). In all their activities, they must be covered by the required environmental permits and licences. The precautionary principle is applied to all environmental issues.

Environmental impact management

Vendors should manage the environmental impact of their activities in a systematic way, including but not limited to the following issues: energy, water, waste, chemicals, air pollution and biodiversity. Targets should be set to reduce these impacts.

Vendors identified as having a significant impact on the environment should take the necessary steps and provide evidence of their continued progress towards implementing a recognised environmental management system.

Bribery

Vendors shall comply with all applicable anti-corruption laws and regulations. They shall have a zero tolerance policy against all forms of corruption, bribery, extortion and embezzlement. In particular, they shall not pay bribes or other inducements (such as kickbacks, facilitation payments, excessive gifts and hospitality, grants or donations) in connection with their business transactions with customers and government officials. Vendors are required to conduct their transactions in a transparent manner and to record them accurately in their company accounts and records. Vendors may not use third parties to perform any action that is prohibited to them, such as paying bribes.