

**(1) GLOBAL LINGO LTD
and
GLOBAL LINGO (S) PTE LTD
and
GLOBAL LINGO, INC
- and -
[LINGUIST/ AGENCY NAME] (2)**

LANGUAGE SERVICES AGREEMENT

THIS AGREEMENT is made on [DD/MM/201X].

BETWEEN:

- (1) **GLOBAL LINGO LTD** (UK company number 05781718) trading as Global Lingo whose registered offices are at Southbank House, Black Prince, Road, London, SE1 7SJ and **GLOBAL LINGO (S) PTE LTD** of #03-01 GB Building (Suite 310), Singapore, 069542 and, **GLOBAL LINGO, INC** of 500 N Michigan Avenue #600, Chicago, IL, 60611; ("We", "our", "us" "Global Lingo"); and
- (2) **[LINGUIST/AGENCY NAME]** of **[LINGUIST/AGENCY ADDRESS]** ("You", "Your") "You" includes your employees, agents and sub-contractors and, in the case of a company, your directors, shareholders, officers, employees, managers, members, partners, principals and associated or affiliated companies; if you are not a company then your individuals or entities in similar positions. A reference to a company shall include any company, corporation or other corporate entity, or partnership (in its capacity as such), wherever and however incorporated or established.

1. DEFINITIONS

In this Agreement, unless the context requires otherwise:

"**Authorised Users**" means your employees and independent contractors who are entitled to use GloZone under this Agreement as agreed in writing between the parties.

"**Business Hours**" means 9am to 6pm in the time zone in which we work.

"**Client**" means the third party commissioning the Services.

"**Contract**" means when an order is submitted by us to you and you accept it. The terms and conditions of this Agreement shall be deemed to be incorporated in the Contract.

"**Data**" means the data input into the information fields of GloZone by you or your Authorised Users, on our behalf or by us.

"**Dispute**" means any dispute, controversy or claim by you arising out of or relating to this Agreement.

"**Effective Date**" means the date of this Agreement.

"**Goods**" means the translations or other goods supplied or produced by you at our request.

"**Linguist**" means someone who provides the Services.

"**Order**" means an order from us for the Services to be provided by you.

"**Quality Assurance Review**" means a review of a translation undertaken at the request of Global Lingo by an independent linguist.

"**Services**" means any translation and/or software localisation testing ("localisation testing") and/or desk top publishing and/or engineering services and/or such other services that may be provided by you to us.

"**GloZone**" is our integrated Management System which supports our clients, project management customer support teams and linguists, streamlining processes and driving adoption of industry best practice to deliver the most efficient and secure localisation process. Key elements of GloZone are:

- Provides clients and linguists a secure platform to support the end-to-end localisation process.
- A sophisticated booking engine enabling the booking of linguistic resource across a wide range of services.
- A platform to enable the recruitment, on-boarding, QA testing and allocation of work to linguists including the ability to update their profile.
- e-Invoicing Module enabling linguists to invoice electronically and receive payment through an automated process.

"**Global Lingo group**" means **Global Lingo** and;

- (a) any person, body corporate, partnership, firm or other entity in which on or after the date of this Agreement from time to time Global Lingo directly or indirectly;
- (i) owns more than half the capital or business assets; or
- (ii) has the power to exercise fifty per cent (50%) of the voting rights in such entity; or
- (iii) has the legal power to direct or cause the direction or general management or affairs of the entity in question; or
- (iv) has the power to appoint more than half the members of the supervisory board, board of directors or bodies legally representing such entity; or
- (v) has the right to manage the business of such entity;
- (b) any person, body corporate, partnership, firm or other entity which directly or indirectly has in or over Global Lingo the rights or powers listed in (a) above ("a Controller"); and
- (c) any person, body corporate, partnership, firm or other entity in which a Controller directly or indirectly has the rights or powers listed in (a) above

Clause, schedule and paragraph headings are provided for ease of reference only and shall not affect the interpretation of these terms and conditions.

References to the singular shall include the plural (and vice versa) and words denoting persons include individuals, partnerships, unincorporated associations and other bodies and other entities.

A reference to one gender shall include a reference to the other genders. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation or regulations for the time being in force made under it. References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to the paragraph of the relevant schedule.

2. GENERAL

- 2.1 You are a specialist provider of Language Services in that you provide Global Lingo with Translation, Transcription, Editing, Proof-reading, Note-taking and Interpreting services. By this agreement we appoint you as an approved non-exclusive Linguist, Transcriber, Editor, Proof-reader, Note-taker and / or Interpreter offering services on an ad-hoc basis from time to time. We do not promise to offer any minimum number of orders to be done by you under the terms of this agreement. Nor are you obliged to accept any Order which is offered.
- 2.2 A contract between you and us will come into being on the offer by us to you of an Order and your acceptance thereof ("**Contract**") and the terms and conditions of this Agreement shall be deemed to be incorporated in the Contract. There is no contractual relationship in place between you and us during the periods between any Contracts.
- 2.3 A Contract will be subject to the terms of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and a Contract, the terms and conditions of this Agreement shall prevail. All terms and conditions otherwise stipulated by you shall have no effect. Any variation of the Contract must be confirmed in writing by us.
- 2.4 Where you are an agency, providing services to us and/or our clients, then the terms of this Agreement apply to those Linguists, Transcribers, Editors, Proof-readers, Note-Takers and / or Interpreters supplied by you. You shall be responsible for ensuring that they adhere to all the clients' requirements and you will be liable to us for any breaches of this Agreement by them as if they were committed by you.
- 2.5 The terms of this Agreement apply to Services in the same way as they apply to Goods.
- 2.6 We may at any time propose changes to the terms of this Agreement. If you choose to accept an offer of an Order after we have proposed such changes, you will be deemed to have accepted the relevant changes.

3. FEES AND PAYMENT

- 3.1 Unless otherwise expressly agreed by us, fees for the Services shall be fixed for the duration of an individual Contract and shall be inclusive of all charges including, without limitation, charges for insurance and delivery. We may change our pricing policy from time to time, and acceptance by you of an Order after any such change will be deemed by you to be acceptance of the relevant change.
- 3.2 Unless otherwise agreed fees are in sterling (£GBP) and are exclusive of sales or value added tax and any other tax or duty if any. In the event of a significant fluctuation in currency exchange rates we reserve the right to adjust your rates on a pro rata basis.
- 3.3 You agree that we may at any time make changes to the terms of any Contract in writing. If such change results in an increase in cost of, or time required for the performance of the Contract, an equitable adjustment shall be made to the fees and/or delivery schedule unless such changes were contemplated by the parties at the time of the Contract.
- 3.4 Subject to clause 3.6 payment shall be made 45 days from the date in which we receive your correct and complete invoice in accordance with the process set out in Appendix 2.
- 3.5 On our request you shall provide the Services in instalments and the time for delivery of each instalment shall be of the essence. Failure to deliver an instalment on time shall entitle us to terminate the entire Contract and this Agreement.
- 3.6 All payments will be made on the basis that you are responsible for the recipient's bank charges in respect of any electronic payment made. Due to significant bank charges and low value invoices please be aware that Global Lingo may withhold payment of invoices up to the following thresholds:
- International bank transfers from Global Lingo (S) Pte Ltd S\$1,000.00
 - International bank transfers from Global Lingo, Inc \$750.00
 - International bank transfers from Global Lingo Ltd £100.00

4. DELIVERY

- 4.1 The dates for delivery of the Goods or the dates for carrying out the Services are of the essence for delivery or performance and delay shall entitle us to reject any delivery or performance or to repudiate the Contract.

- 4.2 You shall deliver the Goods or Services to us (or to our Client) in accordance with our agreed instructions from time to time.
- 4.3 Neither of us will be liable to the other in any circumstances for the consequences (including by way of example payment of cancelation fee, travelling expenses) of any delay in delivery or performance or failure to deliver or perform if the reason of the delay is due to an act of God, fire, inclement or exceptional weather conditions, industrial action, hostilities, governmental order or intervention (whether or not having the force of law) or any other cause whatever beyond the control of either or both of us or of an unexpected or exceptional nature
- 4.4 Risk in the Goods shall pass to us on delivery or receipt by us.
- 4.5 Where the provisions of clause 4.3 do not apply, if you do not arrive at an assignment to carry out the specified Services at the allotted time and the assignment does not proceed then you agree that we have the right to reduce the price for the Services by up to the full amount you invoice.
- 4.6 Once you have accepted a job via GloZone, you agree that you will not be paid unless you complete and return the entire project no later than the deadline and that you will be paid at the rate agreed at the start of the project.

5. CANCELLATION

- 5.1 Interpreting only. If we or the Client cancels the Services, the following cancellation charges will be applicable:
- Same day – 100% of the agreed project value
 - U p to 24 hours before the event – 50% of the agreed project value
 - 24-48 hours before the event – 25% of the agreed project value
 - 48-72 hours before the event – 10% of the agreed project value

6. YOUR RESPONSIBILITY AND LIABILITY

- 6.1 The Services shall be carried out using reasonable skill and care in accordance with the provisions and the spirit of the Code of Conduct which appears in Appendix 1. We strongly urge that you have your own professional indemnity insurance.
- 6.2 You warrant that the Goods shall be fit for the purpose specified by us in the relevant Order. If we consider that the Goods are not fit for the purpose specified or are, in our reasonable opinion, not fit for transmission to the Client, we shall be entitled to reject the Goods and you shall, at our option either take such steps as are necessary to improve the Goods or refund payment of the Goods. You should review your own work.
- 6.3 You acknowledge that the provision of Services by you under a Contract will result in you acquiring confidential information, trade secrets and knowledge about our business, operations, customers, employees and trade connections and those of our customers and clients. You may also come into direct contract with our customers and clients. You therefore agree to enter into the restrictions in this clause for the purpose of protecting our legitimate business interests and in particular our confidential information, goodwill and customer connections. You agree that you will not directly or indirectly, on your own behalf, or on behalf of any person, firm or company in connection with any business which is competitive to our business of providing linguistic services to our customers and clients, for a period of 6 months after the expiry or termination of a Contract solicit or canvass the custom of any customer or client of ours to which you were involved in providing the Services either directly or indirectly in the course of performing the relevant Contract. This restriction shall not prevent you from providing relevant services to any such customer or client of ours in the absence of any solicitation or canvassing by you.
- 6.4 You agree, upon demand, to indemnify us which for the purposes of this clause includes our employees, agents, officers, directors, stakeholders, members, partners, sub-contractors and affiliates of any of the foregoing and keep us indemnified, from all losses, damages, injury, costs and expenses of whatever nature suffered by us to the extent that the same are caused by or related to:
- 6.4.1 materials or drawings given to us by you in relation to the provision of the Services;
 - 6.4.2 any breach of warranty given by you in this clause 6; or
 - 6.4.3 any other breach by you of this Agreement, including any additional costs incurred by us for sub-standard work and for any financial costs/losses resulting there from.

The limit of liability is a maximum of ten times the value of the Contract as defined in clause 2.2

- 6.5 When you accept an order from us it is in accordance with the Code of Conduct as detailed in Appendix 1.
- 6.7 Complaints handling. You shall proactively work with us and respond to any complaints received from our Clients without undue delay. If after investigation or formal Quality Assurance reviews any of the work is found to be of substandard quality, then we reserve

the right in our absolute discretion to make a deduction from the fee that has been invoiced by you, to reflect the substandard Services or Goods, for the relevant Contract and if you have already been paid by us then we will require repayment of the relevant part of the fee within 7 days of our request or we reserve the right to make deductions from future payments to you.

- 6.8 You will comply with all health and safety requirements relating to the carrying out of the work under this Agreement. Such requirements include in addition to statutory laws and regulations any codes of practice and British Standards or their equivalent in your jurisdiction relating to health or safety which may be applicable to the performance of this Agreement.
- 6.9 You will take all appropriate steps to ensure that you are not placed in a position where there is or may be an actual conflict, or potential conflict, between the pecuniary or personal interests of you and the duties owed to us under the provisions of this Agreement (which includes any Contract). You shall disclose in writing to us full particulars of any such conflict of interest which may arise.
- 6.10 You warrant that you are not engaged in any price fixing, bid rigging, illegal price information exchange agreement or other arrangement in breach of UK, U.S, EU or other equivalent competition laws relevant to the Agreement or arrangements between you and us.
- 6.11 For the duration of this Agreement you shall not engage in any conduct which may bring us and/or our officers and/or our employees and/or their families into disrepute and/or which is derogatory or defamatory in nature. In any event both during and after the term of this Agreement you shall conform to the obligations as to Confidentiality contained in this Agreement and as to defamation as is contained in the laws of the UK.
- 6.12 You acknowledge that a breach of the provisions of clause 6.11 would cause us irreparable injury for which we would not have an adequate remedy at law. In the event of a breach, you agree that we shall be entitled to injunctive relief in addition to any other remedies we may have at law or in equity.
- 6.13 You agree that you will at our option either delete and/or destroy all Goods, Documents files and/or reference materials which are the subject of a Contract forthwith upon completion of the work by you as notified by an authorisation of payment by us, or return them to us forthwith at your expense together with all copies
- 6.14 You agree that in accordance with the directions that we will give you will (a) delete and/or destroy all Goods, Documents files and/or reference materials which are the subject of a Contract forthwith upon completion of the work by you as notified by an authorisation of payment by us or (b) you will return them to us or to a third party at our direction.
- 6.15 You agree that you will maintain your computer equipment in a serviceable manner and that you shall at all times ensure that you operate on a supported operating system [1] and apply all patches, updates, firmware updates and service packs in line with manufacturer or vendor recommendations.
- 6.16 You will ensure that you maintain protection of your computer against threat of infection by Viruses, Trojans, Worms, Malware, Spyware and any other executable code. You will install and maintain commercially available anti-virus software and ensure that all updates are applied as soon as they are released.

You will ensure that your computer or home network has a firewall enabled and configured which blocks all traffic and limits any inbound connections only to those services which you expressly authorise may access your computer or network. We reserve the right to request that Anti-Virus software is installed and configured correctly and has an up-to-date virus database installed. (Current supported Microsoft Desktop Operating Systems are: Windows 7, Windows 8 and Windows 10)

7. OUR RESPONSIBILITY AND LIABILITY

- 7.1 Except where expressly agreed in writing between you and us in a Contract the materials and/or the words to be translated and submitted by us to you shall not contain anything of an obscene, blasphemous or libellous nature and shall not infringe the copyright or any other rights of third parties.
- 7.2 We undertake to hold you harmless from any claim for infringement of copyright or any legal action which may arise as a result of the content of the original source materials.

^[1] Current supported Microsoft Desktop Operating Systems are: Windows Vista, Windows 7, Windows 8 and Windows 10

8 GLOZONE

8.1 Software Licence

- 8.1.1 We hereby grant you on and subject to the terms of this Agreement a non-exclusive, non-transferable revocable licence to access GloZone solely for purposes of providing services to us.
- 8.1.2 You shall not store, distribute or transmit any material through GloZone that is blasphemous, unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities.
- 8.1.3 The rights provided under this clause are granted to you only, and shall not be considered granted to any subsidiary or holding companies or any other party.

8.2 Software Services

- 8.2.1 We shall provide you with a unique password, created by us in the first instance and accessible for amendment by the Authorised User, to enable you to have access to GloZone.
- 8.2.2 You shall ensure that you keep a secure password for use of GloZone and that you keep your password confidential.
- 8.2.3 You will have to change your passwords on first use of GloZone in order to preserve confidentiality. Thereafter it will have to be changed on a regular basis.
- 8.2.4 If we become aware that your password has been provided to a third party, without prejudice to our other rights, we reserve the right to disable such password. It is your duty to report if there is an unauthorised use of the password.
- 8.2.5 Routine maintenance of GloZone shall be performed outside Business Hours, unless it is necessary to do this within Business Hours, when we will give you prior notice. In any event we may interrupt GloZone to perform emergency maintenance during Business Hours.
- 8.2.6 Maintenance includes all regularly scheduled error corrections, software updates and those upgrades limited to improvements to features described in GloZone
- 8.2.7 Should you determine that GloZone includes a defect, you may at any time file error reports. During maintenance periods, we may, at our discretion, upgrade versions, install error corrections and apply patches to GloZone.

8.3 YOU SHALL NOT:

- (a) attempt to duplicate, modify or distribute GloZone or any part thereof;
- (b) attempt to reverse compile, disassemble or otherwise reduce to human-perceivable form any of GloZone, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties;
- (c) use GloZone to provide services to third parties except as otherwise agreed in advance and in writing by us;
- (d) attempt to obtain, or assist others in obtaining, access to GloZone.
- (e) license, sublicense, sell, resell, transfer (temporarily or permanently), assign, distribute or otherwise commercially exploit or make available to any third party GloZone in any way;
- (f) modify or make derivative works based upon GloZone;
- (g) create internet "links" to GloZone or "frame" or "mirror" any content on any other server or wireless or internet- based device; or
- (h) reverse engineer or access GloZone for any purpose including without limitation, in order to:
 - (I) build a competitive product or service;
 - (II) build a product using similar ideas, features, functions or graphics of GloZone; or
 - (III) copy any ideas, features, functions, or graphics of GloZone.

9. DATA PROTECTION

9.1 Each party shall ensure that in the performance of its obligations under this Agreement it will at all times comply with all applicable law relating to data collection and protection and, if applicable the relevant provisions of the Data Protection Act 1998 and of Directive 95/46/EC of the European Parliament and any regulations implementing it. You consent to the holding, processing and accessing of personal data by us relating to you for all purposes relating to the performance of this Agreement.

10. COPYRIGHT AND CONFIDENTIALITY

10.1 All information, advice and documents provided by us to you in connection with this Agreement and any Contract including any information, advice and documents relating to any of our Clients ("**the Documents**") shall be deemed confidential and shall remain our property (whether licensed or otherwise) along with all intellectual property rights therein. You shall not, without our prior written consent, make use of or disclose the Document except to the extent necessary to implement a Contract or where required by law. You shall not disclose to any other party the fact that you are working on a Contract. If you are working or have worked on a contract with the UK Government and you receive a request for information pursuant to the Freedom of Information Act, you agree that you will not provide the information requested but you will advise us of the request forthwith.

10.2 All Goods and Services created by you in connection herewith or otherwise on our or our Clients' behalf shall be considered "works made for hire", as that term is commonly used with respect to copyright, patent and other intellectual property rights, and shall, upon creation, be owned exclusively by us.

10.3 You hereby assign to us, free of charge and with full title guarantee, and further agree to transfer and assign to us whenever created, automatically and without the need for further action, exclusive ownership and all vested, contingent and future rights of copyright patent, and other intellectual property rights, and all rights in the nature of copyright patent, and other intellectual property rights in all languages, and all accrued rights of action, and all other rights of whatever nature in the Goods or Services (whether now known or in the future created or performed) to which you are now, or may be at any time after the date the Contract is made, entitled by virtue of or pursuant to any of the laws in force in each and every part of the world for the full period of copyright patent and other intellectual property rights in the Goods or Services. To the extent applicable law prevents transfer of such rights, you agree that we shall have the exclusive (even as against you), unlimited and perpetual worldwide right to use and permit others to use, reproduce, modify, distribute and license, through multiple tiers of sublicenses the Goods and Services, by any means now known or hereafter discovered.

10.4 You agree to execute any assignment, consent to file or sign any document that may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of us (i) to apply for copyright, patent, other intellectual property rights or other property protection for the Goods and Services, (ii) to claim any and all right of priority provided by any convention, treaty or agreement with respect to the Goods and Services, and (iii) to bring all actions or proceedings with respect to the Goods and Services in our own name, without your further consent. If we are unable, after reasonable effort, to secure your signature on any application for copyright patent, other intellectual property rights or other analogous registration or other documents regarding any legal protection relating to any Goods or Services, you hereby irrevocably designate and appoint us and our duly authorised officers and agents as your agent and attorney-in-fact, to act for and on your behalf and stead, to execute and file any such application or applications or other documents and to do all other lawfully permitted acts to further the prosecution and issuance of any patent and copyright registrations, other intellectual property rights or any other legal protection thereon with the same legal force and effect as if executed by you.

10.5 You agree that your obligations in this clause 10 are necessary and reasonable in order to protect us and our business. You agree that the remedy of damages would be inadequate to compensate us for any breach by you of your obligations set out under this clause 10. Accordingly, you agree that in addition to any other remedies that may be available we shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by you without the necessity of proving actual damages.

10.6 The provisions of this clause 10 shall survive the termination of this Agreement and/or any Contract.

11. TERMINATION

11.1 We may at any time remove you from our list of approved linguists in which case clause 11.3 below will apply. You may request to be removed from the list of approved linguists by giving written notice of the removal in which case clause 11.3 will also apply.

11.2 Either party to this Agreement shall be entitled to terminate either or both this Agreement or a Contract immediately by written notice to the other if:

11.2.1 the other party commits a material breach of a Contract;

11.2.2 the other party makes any voluntary arrangement with their creditors or (being an individual or firm) become bankrupt or (being a company) become subject to an administrative order or go into liquidation, or an encumbrancer takes possession, or

a receiver is appointed over any of their property or assets, or they cease or threaten to cease business, or the other party disposes of all or substantially all of its or their assets, or an equivalent or analogous event occurs in any other jurisdiction.

Any termination of a Contract or this Agreement shall not prejudice any rights or remedies which may have accrued to either party. Notwithstanding the provisions of this clause 11.2 either you or we may terminate this Agreement at any time by written notice on the expiry of any individual Contract/Order.

11.3 In the event this Agreement terminates or expires for any reason:

- (a) all licences granted by us to you under this Agreement shall immediately terminate;
- (b) you shall return and make no further use of any Documents, equipment, property, materials and other items (and all copies of them) belonging to us or our Clients;
- (c) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced.

12. COMPETENCE

- 12.1 You shall provide evidence of your linguistic competence and technical specialisms, where appropriate, by making available the names of referees and undergoing assessment as determined by us. You shall only translate into a language in which you have mother tongue or equivalent competence.
- 12.2 You will provide evidence of your Professional Writing and Editing competence and experience, where appropriate by undergoing assessment as determined by us.
- 12.3 You shall refuse work which you know to be beyond your competence, either linguistically or due to lack of specialist knowledge.

13. STATUS AND INDEMNITIES

- 13.1 Nothing contained in this Agreement or in any Contract shall be construed or have effect as constituting any relationship of employer and employee between us and you and nothing in this Agreement or in any Contract shall make you a worker (as defined in the Working Time Regulations 1998 or elsewhere) of ours. You acknowledge and agree that you are a self-employed person carrying out a business undertaking and we are a customer of that undertaking.
- 13.2 Nothing in this Agreement shall constitute you acting as an agent of ours. You shall not have any right or power whatsoever to contract on behalf of or to bind us in any way in relation to third parties unless specifically authorised to do so by us and shall not hold yourself out as having any such authority.
- 13.3 Nothing contained in this Agreement shall constitute a partnership or joint venture between us and you.
- 13.4 This Agreement constitutes a contract for the provision of services and not a contract of employment. You are not an employee or worker of ours. As such, you shall bear exclusive responsibility for the payment of any National Insurance, income tax and any other form of taxation or social security cost ("**Taxation**") in respect of payments made to you under this Agreement. You shall comply with the income Tax (Earnings and Pensions) Act 2003 (ITEPA), and all other statutes and regulations relating to income tax in respect of those payments. You shall comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and with all other statutes and regulations relating to National Insurance Contributions. You shall indemnify and keep indemnified us against any liability, loss, damage, cost, claim or expense we suffer or incur as a result of any claims against us for such sums and other claims arising out of you being found to be an employee of or worker of ours (including, without limitation, any claims against us for any Taxation and other contributions required by law to be paid in respect of any payments made to you under this Agreement and/or any claims for notice or redundancy pay or unfair dismissal and/or any claims for holiday pay).
- 13.5 Without prejudice to the indemnity in clause 13.4 if, for any reason, we shall become liable to pay, or shall pay, any Taxation or other payments as referred to in clause 13.4, we shall be entitled to deduct from any amounts payable to you all amounts so paid or required to be paid by us and, to the extent that any amount of taxes paid or required to be paid by you shall exceed the amounts payable by us to you, you shall indemnify us in respect of such liability and shall, upon demand, forthwith reimburse us such excess.
- 13.6 We may request at any time during the term of this Agreement that you provide to us information which demonstrates your compliance with clause 13.4. We may supply any information which we receive to the Commissioners of HM Revenue and Customs for the purpose of their collection and management of revenue for which they are responsible.

14. DISPUTE RESOLUTION

- 14.1 Any Dispute (other than those arising from your removal from our list of approved freelance linguists) will be dealt with in accordance with this clause.

14.2 If a party believes that a Dispute has arisen, it must promptly provide any other parties with a written notice setting out material details of the Dispute. The parties must not start arbitration or court proceedings in relation to a Dispute until they have followed the alternative dispute resolution procedures set out in this clause.

14.3 On receipt of a notice of Dispute, the parties must use their best efforts, in good faith, to resolve the Dispute by negotiation.

14.4 If the Dispute is not resolved by negotiation within 21 days (or longer period agreed by the parties), a party may give written notice terminating the negotiations and may commence an arbitration procedure whereby each party agrees to the appointment of an arbitrator to be chosen by the International Federation of Translators or its affiliated organisation in your jurisdiction, and both parties agree to be bound by the decision of the arbitrator.

14.5 Nothing in this clause prevents a party from seeking urgent interim or interlocutory relief in a court or tribunal that has jurisdiction to grant that relief.

14.6 Each party:

- (a) must treat information disclosed to it by any other party during the Dispute resolution process as confidential and must only use that information for the purpose of resolving or attempting to resolve the Dispute; and
- (b) is responsible for its own costs of participating in this Dispute resolution process.

15. WAIVER

15.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

15.2 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

16. SEVERANCE

If any provision of this Agreement is deemed to be or becomes invalid, void or unenforceable under applicable laws, such provision will be deemed amended to conform to applicable laws so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be deleted, but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be impaired or affected in any way.

17. ENTIRE AGREEMENT

17.1 This Agreement, and any documents referred to in it constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

17.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these terms and conditions or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

18. ASSIGNMENT

18.1 You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this Agreement.

18.2 We may at any time assign, transfer, charge, sub contract or deal in any other manner with all or any of our rights or obligations under this Agreement.

19. MISCELLANEOUS

19.1 Any notice or other communication to be given under these conditions must be in writing and may be delivered or sent by prepaid first class letter post, facsimile transmission or e-mail. Any notice or document shall be deemed served: if delivered, at the time of delivery; if posted, 48 hours after posting; and if sent by facsimile transmission or e-mail, at the time of transmission.

19.2 No waiver by us of any breach of a Contract or of this Agreement by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

19.3 Neither this Agreement nor any Contract, whether in whole or in part, shall be sub-contracted by you without our prior written approval.

- 19.4 A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 or any equivalent law relating to third party rights to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 19.5 The Agreement and any Contract (and any proceedings whereby one party might be entitled to join the other as a third party) shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.
- 19.6 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 19.7 The parties' obligations under the provisions of this Agreement shall survive the ending of this Agreement for any reason where it is intended that such provision shall survive termination.
- 19.8 Any member of Global Lingo Group may enforce the terms of this Agreement against You.

20. GDPR COMPLIANCE

I am aware that Global Lingo is bound by privacy regulations around the world including without limitation the General Data Protection Regulation ("GDPR") with regard to personal data of Global Lingo's employees, contractors, agents, customers, representatives etc. Personal data means any information concerning the personal or material circumstances of an identified or identifiable individual. Examples of personal data includes without limitation e-mail addresses, phone numbers, names, postal addresses.

As part of my obligation under the relevant data protection laws ("Laws"), I declare that I will at all times be compliant with applicable requirements under these Laws when providing goods and services to Global Lingo.

Declaration as a Processor:

In the event I am acting as a data processor in the course of my engagement with Global Lingo, to that extent I will comply with relevant obligations under applicable Laws including the following:

1. I shall process the personal data shared by Global Lingo only on behalf of and in accordance with Global Lingo's documented instructions.
2. If acting as an agency, I will subcontract under this engagement only with Global Lingo's prior written permission and ensure that the subcontractor signs a contract containing equivalent provisions to meet GDPR requirements.
3. I will implement technical and organisational security measures to safeguard the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised access, disclosure and all other unlawful forms of processing.
4. I will promptly notify Global Lingo of:
 - a. Any security breach (actual or threatened) that affects this personal data and assist with subsequent investigation, mitigation and remediation.
 - b. Any data subject access request received from an individual regarding this personal data prior to responding to that request.
 - c. Any legally binding request for disclosure of this personal data by a regulatory or enforcement authority unless such notification to Global Lingo is expressly prohibited under the relevant regulations.
5. I will make available all relevant information regarding our data processing activities to Global Lingo and regulatory authorities where required to show compliance.
6. I will allow Global Lingo or its third-party auditors to access my data processing facilities to carry out an audit at Global Lingo's request.
7. I will under written intimation to Global Lingo destroy and/or return this personal data immediately upon expiry or termination of the agreement or earlier if the purpose for which such personal data was provided to us has been fulfilled. I will be liable for any claims that arises due to breach of our obligations as mentioned hereof and shall keep Global Lingo harmless against all such claims.
8. I will at Global Lingo's cost provide full assistance to Global Lingo in conducting privacy and data protection impact assessments and related consultations with the relevant data protection authorities.
9. Under Global Lingo's Internet Acceptable Usage Policy, I will not access Global Lingo data using unsecure network connections.

I confirm that this declaration is irrevocable and will form an integral part of my contractual obligations towards Global Lingo.

APPENDIX 1
CODE OF CONDUCT

All definitions are to be found in clause 1 of the Translation Services Agreement

This Code of Conduct outlines behaviours, processes and procedures which in addition to the other obligations in our Services Agreement we, Global Lingo, expect from our linguists.

Our intention is that you will work in a safe, professional, legal and ethical manner and in a way that demonstrates corporate social responsibility.

In order to provide services to Global Lingo, you are required to comply with this Code of Conduct. The content of the Code also takes into account Global Lingo's values & principles, with particular emphasis on safety, taking personal ownership for our actions and openly communicating.

1. I shall take all reasonable steps to ensure complete, accurate and faithful provision of my services to the best of my ability and render exactly the idea and form of the original content.
2. I shall take all reasonable steps to ensure complete and effective communication and carry out any consultation that may be necessary, for example on terminological difficulties, linguistic variations, specialist skills and/or relevant cultural and political realities in relation to the content concerned.
3. I shall undertake only those assignments I am competent to perform and accept personal responsibility for behaving professionally, impartially, ethically and with integrity and fairness.
4. In everyday business transactions I shall be even-handed and fair without deception or dishonesty in my dealings with customers, linguists and others with whom I will work.
5. I shall disclose any previous involvement or any conflict of interest or potential conflict of interest with a party or any member of that party's family as well as any information which might make me unsuitable for a particular assignment
6. I must not seek to take personal advantage of any information obtained in the course of my work or use any information obtained in the course of an assignment for any purpose other than as authorised.
7. I shall endeavour to complete work by agreed deadlines and in accordance with other agreed terms and I must not, other than in exceptional circumstances, withdraw from or fail to complete a commission of work once accepted, without reasonable notice to Global Lingo.
8. I must not receive or accept any form of reward or gift for work carried out, other than the agreed fee from Global Lingo.
9. I shall undertake continual professional development in order to offer the highest possible standard of work by maintaining and updating my language/technical skills, subject knowledge, or any other indispensable skills or knowledge.
10. I shall be of good character and not engage in any anti-social behaviour (including impairment through drugs or alcohol, social misconduct, violence, intimidation or abusive behaviour).
11. I shall comply with current Data Protection legislation by treating any information received during the course of my work as confidential and not to be divulged to any other party. The duty of confidentiality shall not apply where disclosure is required by law
12. I shall keep any documents provided by Global Lingo or any Parties involved in the assignment safe and ensure that they are not copied and are returned after the assignment.
13. I shall observe, have regard for and respect the customs, values, spiritual beliefs and protocols relevant to a particular type of assignment and its participants. I must not discriminate between parties (to their advantage or disadvantage) or act in any way that might result in prejudice or preference on grounds of sex, disability, age, gender reassignment, sexual orientation, religion or belief, or race.
14. I must not sub-contract or delegate any assignment or part of any assignment to another linguist or agency without prior approval.
15. I shall notify Global Lingo in writing of any fundamental changes to my circumstances e.g. change of name; change of address; change of bank account details for payments; (impending) change of professional membership status.
16. If there is a requirement that I hold a Baseline Personal Security Standard (BPSS) clearance I will provide you with such information as shall be required so that I can hold the clearance. I authorise enquiries to be carried out in accordance with BPSS screening process and agree to assist with the screening process. If it is necessary for me to undergo enhanced security vetting procedures, in addition to the BPSS process, I authorise the process to procure this vetting and agree to cooperate with the process.
17. Where provisions of the Official Secrets Act 1989 apply, I agree to abide by them.
18. I must not give advice, legal or otherwise, to the person for whom I am either Translating, Transcribing, Interpreting or note-taking for or enter into discussion with them (other than to confirm language/dialect matches.)

APPENDIX 2

PAYMENT PROCESS

Payment shall be made 45 days from when we receive your correct and complete invoice. Please refer to our provided **Supplier Good Invoicing Guide** provided to you with this document. If you do not have a copy please request this from a member of our vendor management team.

If an invoice is not received from you within 180 days of the job being authorised by us, we shall have no liability to you in respect of that invoice.

AS WITNESS the hands of the parties to this Agreement.

Signed on behalf of

[LINGUIST NAME]

By its duly Authorised Representative

(Print name)

(Signature)

Signed on behalf of

**GLOBAL LINGO LTD
GLOBAL LINGO (S) PTE LTD
GLOBAL LINGO, INC**

By its duly Authorised Representative

Mara Butuza
Linguist Management Team Leader
(Print name)

(Signature)