



TRANSLATION TERMS AND CONDITIONS OF BUSINESS -
ONE GLOBAL SOLUTIONS LIMITED.

1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement unless the context otherwise requires:

“Business Day”	means a day (other than a Saturday or Sunday) on which banks are generally open for normal business in England.
“Charges”	means the charges payable by the Customer to OG for the provision of the Services.
“Confidential Information”	means all confidential information and technical know-how relating to the Services, the business of each party, and the terms of this agreement, but excluding any information: (a) which is publicly known or becomes publicly known other than by a breach of this agreement; or (b) which, when it is disclosed to the other party, is already known to that party free from any duty of confidentiality owed to any person; or (c) which after being disclosed to the other party, is disclosed to that party again by a third party at liberty to disclose it to that party.
“Effective Date”	means the date of this agreement.
“Intellectual Property Rights”	means, all utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
“Original Works”	means the documents, files, materials and works provided by the Customer to OG for the purposes of OG carrying out the Services.
“Pre-existing Intellectual Property”	means any Intellectual Property Rights, which are owned by or licensed to each party prior to the Effective Date (or the date of acceptance of a Purchase Order as appropriate).
“Services”	means the services provided to the Customer by OG.
“Staff”	mean the natural persons who provide the Services on behalf of OG, who may be employees of OG or of OG's Sub-contractors or who may be self-employed contractors of OG.
“Sub-contractor”	means a person and/or translator appointed by and providing elements of the Services to OG.
“Translated Works”	means the result of all translations of Original Works and Services undertaken by OG on behalf of the Customer under this agreement.

“Translation Memories”	means a database of stored sentences that have previously been translated, ownership of which vests in the Customer.
“Project”	means a project as described in the Project Plan.
“Project Milestones”	means a date by which a part of the Project is estimated to be completed.
“Purchase Order”	means an order for the Services indicating that the Customer wishes to purchase the Services in relation to a particular Original Work, such order being delivered to OG or by any job submission system as agreed between the parties from time to time.

1.2 In this agreement, unless the context otherwise requires:

1.2.1 the singular includes the plural and vice versa and words in one gender include both genders;

1.2.2 a reference to a statute or statutory provision includes:

1.2.2.1 any subordinate legislation made under it;

1.2.2.2 any repealed statute or statutory provision which it re-enacts (with or without modification); and

1.2.2.3 any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it;

1.2.3 a reference to:

1.2.3.1 any party includes its successors in title and permitted assignees;

1.2.3.2 a "person" includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality);

1.2.3.3 a clause or schedule is to a clause of or schedule to this agreement; and

1.2.4 the headings of clauses are for convenience only and shall not affect its interpretation.

2. TERMS OF BUSINESS

2.1 The Customer shall submit Purchase Orders to OG from time to time in such manner as may be agreed between the parties.

2.2 OG may decline any Purchase Order for any reason including if, in OG's sole opinion, it is unable to fulfil its obligations under the terms of this agreement including, without limitation, circumstances where there is insufficient time, resources or information available to OG to provide the Services requested.

2.3 On acceptance of a Purchase Order, OG shall notify the Customer that it acknowledges and accepts the Purchase Order under the terms of this agreement.

- 2.4 Where, in OG's sole opinion, insufficient information is given to OG in a Purchase Order, OG may request further information from the Customer prior to acceptance of the Purchase Order.
- 2.5 In consideration of the performance of the Services, the Customer shall pay OG the Charges in accordance with the provisions of clause 6.

3. OG'S OBLIGATIONS

- 3.1 OG undertakes to use its reasonable care and skill in performing the Services.
- 3.2 OG shall use reasonable endeavours to meet any performance dates specified in an accepted Purchase Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 Where OG is required to perform the Services at the Customer's premises, OG shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at the Customer's premises and that have been communicated to OG for the purpose, provided that it shall not be liable if, as a result of such observation, it is unable to fulfil the Services as contemplated hereby.
- 3.4 OG provides general translation and language services and does not hold itself out as providing specific technical and or other skills. OG does not warrant that the Services and or Translated Works will meet any specific requirements and does not warrant that the Services and or the Translated Works will be uninterrupted or error free. Furthermore, OG does not make any representation regarding the use of the Services and or the Translated Works in terms of their accuracy, correctness, reliability or otherwise.
- 3.5 If OG's performance of its obligations under a Purchase Order is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, OG shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay. Without prejudice to the foregoing and to any other right or remedy available to OG in relation to the same, the Customer shall be responsible to OG for any increased costs incurred by OG and any revised charges which OG is entitled to levy as a result of such delays.
- 3.6 Ownership of any Translation Memories belongs to the Customer and can be requested by the Customer at any time, delivery of which will be within 7 days.

4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer undertakes, warrants and agrees with OG that it shall at all times during the continuance of this agreement:
- 4.1.1 using its best endeavours co-operate with OG in all matters relating to the Services;
- 4.1.2 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation and or envisaged use of OG's equipment, the provision and use of material to be provided by the Customer and the envisaged use of the Customer's equipment in relation to OG's own equipment insofar as such licences,

consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Services are to start. OG shall be under no obligation to confirm the necessity for or scope of any such licences and or consents and may act in all respects on the basis the Customer is in full compliance of its obligations hereunder;

5. QUOTATIONS

- 5.1 Any quotations requested by the Customer and provided by OG from time to time in respect of the Services ("**Quotations**") shall not be binding on OG and are given on the basis that the terms quoted will remain open for the placing of a Purchase Order for up to 30 days from the date of quotation.
- 5.2 Where any Quotations are given in a currency other than sterling, such Quotations are based on the rate of exchange at the time of quoting and, unless otherwise stated, the price may be subject to revision up or down if any different rate of exchange is ruling at the date of invoice.
- 5.3 Quotations are given on the basis of a price per source word basis for the relevant Original Work(s), the purpose of the translation and any other relevant instructions given to OG necessary to enable OG to perform the Services. Such quotations may be amended at any time if, in OG's sole opinion, the said description is materially inadequate or inaccurate to the relevant Purchase Order.

6. CHARGES AND PAYMENT

- 6.1 In consideration of the provision of the Services, the Customer shall pay OG the Charges set out in the Quotation.
- 6.2 The Charges detailed in clause 6.1 shall be exclusive of value added tax (if any) or any other local applicable equivalent taxes, which shall be payable by the Customer at the rate and the manner prescribed by law from time to time and whenever invoiced by OG. The Customer shall be liable to pay any penalties or interest on such taxes which are payable by OG as a result of any delay by the Customer in paying such taxes.
- 6.3 OG retains the right to invoice on a stage by stage basis where it is deemed appropriate.
- 6.4 Payment of all Charges shall be made within 30 days from the date of invoice unless otherwise agreed. All payments shall be made without deduction or set-off.
- 6.5 Failure to pay any invoice in accordance with the terms of this agreement shall entitle OG to suspend further work (including in relation to other on-going Purchase Orders) without prejudice to any other right OG may have.
- 6.6 OG reserves the right to charge interest on overdue accounts, such interest to be calculated daily on the amount outstanding at the annual rate of 8 per cent above the published base rate of HSBC Bank plc from time to time.

7. DELIVERY

- 7.1 All dates notified by OG for delivery of the Translated Works or for carrying out the Services are approximate only and, unless otherwise expressly agreed by OG, time is not of the essence for such delivery or performance and no delay shall entitle the

Customer to reject any delivery or performance of the Services or to repudiate a Purchase Order once accepted by OG.

7.2 OG will not be liable in any circumstances for the consequences of any delay in delivery of a Translated Work or other delay in providing the Services including if the delay is due to the occurrence of a force majeure event as set out at clause 17.

7.3 Posting or delivery of a Translated Work to a carrier or nominated party (including post, facsimile, e-mail or delivery via the Internet) for the purpose of transmission to the Customer shall, for the purposes of the agreement, constitute delivery to the Customer.

8. TERM AND TERMINATION

8.1 Either party shall be entitled forthwith to terminate this agreement at any time by written notice if:

8.1.1 the other party fails to pay any amount due hereunder on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or

8.1.2 the other party commits a material breach of any of the provisions of this agreement and, in the case of a breach capable of remedy (not including the payment of Charges and with the express exclusion of breaches which are terminable in accordance with clause 8.1.2), fails to remedy the same within 14 days after receipt of written notice giving particulars of the alleged breach and the steps required to remedy the same;

8.1.3 the other party repeatedly breaches any of the terms of this Agreement; or

8.1.4 the other party or any of its servants, sub-contractors or agents commits any act which can be considered by the other party in its reasonable opinion to be materially detrimental to its business or reputation; or

8.1.5 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts; or

8.1.6 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or

8.1.7 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party; or

8.1.8 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or

8.1.9 a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or

8.1.10 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or

- 8.1.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in sub-clauses 8.1.5 to 8.1.10 above; or
- 8.1.12 the other party goes into liquidation, or an encumbrancer takes possession of or an administrative receiver or a receiver or administrator or other analogous officer is appointed over any of the property or assets of that party, or an administration or other analogous order is made in respect of that other party or that other party makes a voluntary arrangement with its creditors.
- 8.2 OG may terminate this agreement by immediate written notice if any of the Charges are not paid within 14 days of their due date.
- 8.3 OG may terminate this agreement on immediate notice if there is any change of control of the Customer.
- 8.4 Any notice to be given under this agreement must be in writing and may be delivered by hand or sent by prepaid first class recorded delivery post to the address of the other party as shown in this agreement. Notice sent by post shall be deemed to have been received at noon on the second business day after posting, excluding the day of dispatch (or the fifth business day if sent by air mail).
- 9. CONSEQUENCES OF TERMINATION**
- 9.1 On termination of this agreement howsoever occurring and subject to payment by the Customer of the Charges due at the date of termination of this agreement:
- 9.1.1 OG shall cease to perform the Services and shall provide Customer with any completed or part completed Translated Works that have not yet been delivered;
- 9.1.2 Customer will immediately pay for all Services performed (in whole or in part) up to the date of termination;
- 9.1.3 subject to the Customer's fulfilment of its obligations under clause 9.1.2 above, OG shall, at the Customer's request, do all things as are reasonably required by the Customer to ensure a smooth transfer of any partially completed business between the parties and OG shall deliver to the Customer, at the Customer's expense for delivery and where practicable, all databases, Original Works and other materials supplied to OG, except as required by law or to maintain proper books and records;
- 9.1.4 the Customer shall return all of OG's equipment and other materials including all drafts and or other work in progress. If the Customer fails to do so, then OG may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping;
- 9.1.5 each party shall return to the other any of the other party's Confidential Information.
- 9.2 Where the Customer requests the assistance of OG under clause 9.1.3, OG reserves the right to charge a fee for providing any additional services and or materials or products at the request of the Customer.

9.3 Termination of this agreement does not affect either party's accrued rights and obligations at the date of termination.

10. CONFIDENTIALITY

10.1 Subject to clause 10.3 and save as necessary in order to provide the Services, neither party may use any of the other party's Confidential Information.

10.2 Subject to clause 10.3 and save as necessary in order to provide the Services, neither party may disclose to any other person any of the other party's Confidential Information.

10.3 Either party may disclose the Confidential Information of the other:

10.3.1 when required to do so by law or any regulatory authority, provided that party required to disclose the Confidential Information, where practicable and legitimate to do so:

10.3.1.1 promptly notifies the owner of such requirement; and

10.3.1.2 At the owner's cost, co-operates with the owner regarding the manner, scope or timing of such disclosure or any action that the owner may reasonably take to challenge the validity of such requirement;

and

10.3.2 to its (or any of its associated company's) personnel, sub-contractors or their respective personnel or any other person whose duties reasonably require such disclosure, on condition that the party making such disclosure ensures that each such person to whom such disclosure is made:

10.3.2.1 is informed of the obligations of confidentiality under this agreement; and

10.3.2.2 agrees to be bound by them.

10.4 The obligation of confidentiality contained within this clause shall survive termination of the agreement howsoever caused.

11. GENERAL INDEMNITIES AND WARRANTIES

11.1 The Customer hereby warrants and undertakes to OG that:

11.1.1 it has all necessary and requisite power and authority to enter into this agreement; and

11.1.2 all Original Works supplied by the Customer shall not contain anything of an obscene, blasphemous or libellous nature and shall not (directly or indirectly) infringe the Intellectual Property Rights of any third parties.

11.1.3 where the Customer does not own the Original Works, OG's use of rights is conditional on the Customer obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Customer to license such rights to OG.

11.2 OG hereby warrants and undertakes to the Customer that:

- 11.2.1 the Services will be performed with reasonable care and skill in accordance with the agreed terms prior to project commencement; and
- 11.2.2 OG will use its reasonable endeavours to provide the Services to meet any specific requirements of the Customer provided that the Customer notifies OG in writing of such specific requirements in advance and these requirements are agreed in writing between the parties prior to acceptance by OG of the relevant Purchase Order.
- 11.3 Except where stated otherwise in this agreement, all terms, conditions and warranties, whether express or implied by statute (including without limitation those of satisfactory quality or fitness for purpose), common law, custom, trade usage or otherwise, and all other liabilities (if any) are excluded under the terms of this agreement.
- 11.4 OG shall incur no liability to the Customer for innocent misrepresentation by virtue of any statement made by or on behalf of OG, whether orally or in writing.
- 11.5 The Customer acknowledges that any Original Works and or Translated Works submitted by either party over the internet cannot be guaranteed to be free from the risk of interception or error, even if transmitted in encrypted form and that OG has no liability for such loss, corruption or interception of any such Original Works or Translated Works.

Customer Indemnity

- 11.6 The Customer agrees upon demand to indemnify and keep indemnified OG (which for the purposes of this clause includes OG's Staff, agents, Sub-contractors and representatives) from all losses, damages, injury, costs and expenses of whatever nature suffered by OG and/or other such persons to the extent that the same are caused by or related to:
 - 11.6.1 the use or possession in accordance with this agreement by OG of any of the Original Works or Translated Works, including the breach of any Intellectual Property Rights of any third party in or to such works;
 - 11.6.2 the processing by OG of any data (where 'processing' and 'data' have the meaning given in section 1(1) of the Data Protection Act 1998) in the provision of the Services as anticipated by clause 16 below; or
 - 11.6.3 any breach of warranty or breach of the provisions of this agreement by the Customer.
- 11.7 OG shall not be obliged to continue to perform the Services where, at its sole discretion, OG considers this would constitute a breach of warranty given by the Customer in this agreement or an illegal act or a safety hazard.
- 11.8 All claims must be brought within 12 months following the date of delivery of the Translated Works.

12. LIMITATION OF LIABILITY

- 12.1 Neither party excludes or limits liability to the other party for death or personal injury. Each party shall indemnify the other against any loss of or damage to any

property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of such party.

12.2 Except in respect of injury to or death of any person, breach of contract, negligence or any other tort, under statute or otherwise at all, the total liability of OG in respect of any cause of action arising out of or in conjunction with this agreement or its subject matter shall be limited, at OG's discretion, to:

12.2.1 OG re-performing the relevant Services and the provision to the Customer for the relevant Services at no further cost; or

12.2.2 refunding the Customer pro-rata part of the price paid by the Customer for the relevant Services; or

12.2.3 compensation not exceeding an amount equal to the Charges levied by and paid to OG in respect of the relevant Purchase Order; or

12.2.4 a suitable combination of the above.

12.3 Without prejudice to the foregoing, OG shall not be liable for any:

12.3.1 loss of profits; or

12.3.2 loss of bargain; or

12.3.3 loss of business; or

12.3.4 depletion of goodwill and/or reputation and or similar losses or damages; or

12.3.5 loss of anticipated savings; or

12.3.6 loss of goods; or

12.3.7 loss of contract; or

12.3.8 loss of use; or

12.3.9 loss of corruption of data or information; or

12.3.10 special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

13. SUB-CONTRACTORS

OG may supply the Services through Sub-contractors. OG shall be entitled to select such Sub-contractors as it thinks fit to perform the Services. No sub-contracting shall relieve OG from its obligations to provide the Services in accordance with the terms hereof.

14. NON-SOLICITATION

The Customer shall not, for a period of one year after termination of the agreement, either directly or indirectly, on its account or for any other person, firm or company solicit, employ, endeavour to entice away from OG or its Sub-contractors or otherwise use the services of OG's Staff and or its Sub-contractors or any of its or their freelance linguists. In the event of any breach under this clause whereby the Customer employs any member of OG's Staff, the Customer shall pay to OG an

amount equal to the equivalent of a full year full time salary paid by OG to that member of Staff for the year immediately prior to the date on which the Customer employed that member of Staff and in all other cases an amount equal to one half of the Charges OG would have levied for the provision of each such other person for an equivalent piece of work to that obtained by the Customer from them in breach hereof. In the case of a freelance linguist the amount will be equal to the equivalent of a full year full time salary. This clause shall not apply where the Customer has an existing relationship before contract start-date.

15. INTELLECTUAL PROPERTY

All Intellectual Property Rights (including but not limited to copyright) in the Original Works and, subject to the Customer's due payment of the Charges in relation thereto on their due date, in the Translated Works shall vest in the Customer (or its licensors) but, for the avoidance of doubt, the Customer hereby grants to OG (and the Sub-contractors) a licence to store and use the Original Works and the Translated Works for the duration of the agreement and for the purposes of providing the Services. Intellectual Property Rights in all Translated Works which are unpaid shall vest absolutely in OG and any use of such Works by the Customer after the due date for payment of such Charges shall be a breach of such rights.

16. DATA PROTECTION

- 16.1 Each party shall ensure that in the performance of its obligations under this agreement it will at all times comply with relevant provisions of the Data Protection Act 1998.
- 16.2 OG acknowledges that if it is required to process any data in the course of providing the Services, it shall do so only on the Customer's instructions.
- 16.3 The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of OG in connection with the Services.

17. FORCE MAJEURE

Neither party shall be liable to the other for any delay or non-performance of its obligations under this agreement arising from any cause beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion. Subject to the affected party promptly notifying the other party in writing of the cause and the likely duration of the cause and subject to its taking reasonable steps to mitigate the effects of such event, the performance of the affected party's obligations, to the extent affected by the cause, shall be suspended during the period that the cause persists.

18. PUBLICITY

Subject to the obligations of Clause 10, OG shall be entitled to disclose that it is providing, or has provided, the Services to the Customer and shall be entitled to use any trade name, trademark, service mark or other information which identifies the Customer in such respect in OG's marketing and publicity activities.

19. ENTIRE AGREEMENT AND CONFLICTS

- 19.1 This agreement and any documents referred to herein set out the entire agreement and understanding between the parties and supersedes all previous agreements between the parties relating to the subject matter.
- 19.2 Each party acknowledges that it has entered into this agreement in reliance only upon the representations, warranties and promises specifically contained or incorporated in this agreement and, save as expressly set out in this agreement, each party shall have no liability in respect of any other representation, warranty or promise made prior to the date of this agreement (unless it was made fraudulently).

20. ASSIGNMENT AND OTHER DEALINGS

- 20.1 This agreement is personal to the Customer and the Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- 20.2 OG may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement.
- 20.3 This agreement shall be binding upon any successors in title of the parties.

21. GENERAL PROVISIONS

- 21.1 Nothing in this agreement shall render any member of the Staff or Sub-contractor an employee, agent or partner of the Customer and nothing in this agreement shall make the other party the agent or partner of the other, or give either party the power to bind the other.
- 21.2 Nothing in this agreement shall confer on any third party any right or benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 21.3 No variation of this agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.
- 21.4 To the extent that any provision of this agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this agreement, it shall not affect the enforceability of the remainder of this agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.
- 21.5 No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this agreement or otherwise.
- 21.6 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.
- 21.7 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.



- 21.8 This agreement and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 21.9 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).