

Translate Your Business Limited

Standard Terms and Conditions

1. Interpretation

1.1 In these Terms and Conditions, unless the context requires otherwise:

'**Confidential Information**' means information (in any form) which is confidential either to you or to us and which either you disclose to us or we disclose to you in connection with our Services.

'**Contract**' means a contract between us and you for the provision of Services, incorporating these Terms and Conditions

'**Intellectual Property Rights**' means any rights in or to any patent, copyright, database right, registered design, design right, utility model, trade mark, brand name, service mark, trade name, business name, chip topography right, know how or Confidential Information and any other rights in respect of any other industrial or intellectual property, whether capable of being registered or not and including all rights to apply for any such rights.

'Translate Your Business or TYB cloud- based system' means any version of our cloud project submission systems which may be provided to you from time to time under the terms of the 'TYB'.

'**Order**' means an order for the Services provided by you from time to time.

'**Original Works**' means the documents, files, materials and works provided by you for the purposes of carrying out the Services.

'**Services**' means all language, business and creative services performed by us for you.

'**Terms and Conditions**' means these standard terms and conditions as set out below.

'**Translated Works**' means the documents, files, materials and works translated and produced from the Original Works in accordance with your instructions and provided to you by us. '**We, us, our,**' means Translate Your Business Limited (company number 9483455) trading as Translate Your Business in relation to business consultancy, language and creative services with a registered office at Electric Works, Sheffield Digital Campus, S1 2BJ, Sheffield, UK.

'**You, your**' means the company, firm, body or person to whom we are supplying the Services and / or the Work Products.

1.2 The clause headings are for convenience of reference only and shall not affect the construction or interpretation of these Terms and Conditions.

1.3 References to 'documents', 'records', 'books' and 'data' shall include information contained in computer programs and disks and records or other machine readable form or records kept otherwise than in a legible form but capable of being produced in a legible form.

1.4 The word 'including' shall be understood to mean 'including without limitation' and the word 'includes' shall be understood to mean 'includes without limitation'.

Words of a technical nature shall be construed in accordance with general trade usage in the computer industry in England.

2. General

2.1 Any Contract shall be subject to these Terms and Conditions to the exclusion of all others (including any terms which you purport to apply under any Order, specification or other document). No terms endorsed on, delivered with or contained in your Order, specification or other document shall form part of the Contract simply as a result of being referred to in the Contract. These Terms and Conditions apply to all of our sales or provision of Services and any variation thereto shall have no effect unless expressly agreed in writing by us. You acknowledge that you have not relied upon any statement; promise or representation given by us other than is set out in the Contract. Nothing in this condition excludes or limits our liability for fraudulent misrepresentation.

2.2 Each Order or acceptance of quotation for Services by you (either orally or in writing) shall be deemed: (i) to be an offer by you to purchase the Services subject to these Terms and Conditions to the exclusion of any other terms; and (ii) in the absence of manifest evidence to the contrary, to be given by an authorised representative of you. No Order placed by you shall be deemed accepted by us until a written acknowledgement of order is issued by us. Any quotation is given on the basis that no Contract shall come into existence until we dispatch an acknowledgement of order to you.

2.3 Our written quotations are given on the basis that the terms quoted will remain open for the placing of orders for 30 days from the date of the quotation.

2.4 Quotations are given on the basis of your description of the source material, the purpose of the translation, creative writing, marketing and any other instructions. Such quotations may be amended at any time if, in our opinion, the description of the source materials is materially inadequate or inaccurate.

2.5 Information provided in our brochures, catalogues or other published material is general description only and does not form part of the Contract.

2.6 These Terms and Conditions apply to all Services provided to you unless otherwise agreed between the parties in writing.

2.7 In the event of a conflict between these Terms and Conditions and the terms of a Statement of Work ("SOW") or Purchase Order ("PO") then these Terms and Conditions shall prevail, unless it is expressly stated in the SOW or PO that it sets aside certain provisions of these Terms and Conditions and the SOW or PO is signed by both parties. In such a case, the replacement provisions shall only apply to that specific SOW or PO.

3. Price and Payment

3.1 Unless otherwise stated, prices are in sterling and are exclusive of value added tax and any other tax or duty. We shall invoice you for all appropriate taxes and expenses for which we are liable to collect. You shall be liable to pay any penalties or

interest on such taxes which are payable by us as a result of your delay in paying such taxes.

3.2 Price includes transmission to the address specified in our quotation or confirmation of order.

3.3. Quotations in a currency other than sterling 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.

3.4 Payment shall be made within 30 days from the date of invoice. All payments shall be made without deduction or set-off. All and any queries relating to the invoice and/or the Services for any billing period shall be raised within 10 business days of receipt of such invoice by you. In circumstances where no queries are raised within the said 10 days period the invoice shall be deemed accepted.

3.5 Failure to pay any invoice in accordance with the foregoing terms or other terms specified in the Contract shall entitle us to suspend further work both on the same order and on any other order from you without prejudice to any other right we may have.

3.6 We reserve the right to charge interest on overdue accounts, such interest to be calculated daily on the amount outstanding at the rate of 4 per cent above the published base rate of Royal Bank of Scotland.

3.7 Where the Services are being provided in stages and/or over a period of more than 60 days, we can invoice you upon completion of each stage of the work or at monthly intervals.

3.8 We reserve the right, even after you have accepted our quotation not to work on your order if we consider (using our absolute discretion) that your creditworthiness is not satisfactory.

3.9 If by mistake, we have underpriced a translation, interpreting, copywriting, training, design and brand, marketing, but limited to, assignment we will not be liable to supply the translation or undertake the interpreting assignment or other services to you at the stated price, provided that we notify you before we dispatch the translations to you or start the interpreting assignment. In those circumstances, we will notify the correct price to you so you can decide whether or not you wish to order the translation or the interpreting assignment at that price.

4. Delivery

4.1 The dates for delivery of the Translated Works or the dates for carrying out the Services are approximate only and, unless otherwise expressly agreed by us, time is not of the essence for delivery or performance and no delay shall entitle you to reject any delivery or performance or to repudiate the Contract.

4.2 We will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or perform if the duration of the delay is not substantial or if the delay or failure is due to late delivery or performance or non-delivery or non-performance by suppliers or subcontractors, shortage of labour, 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 our control or of an unexpected or exceptional nature.

4.3 Posting or delivery to a carrier (including post, facsimile, e-mail) for the purpose of transmission to you shall, for the purposes of the Contract, constitute delivery to you. Risk in the Translated Works shall pass to you on delivery.

5. Our Responsibility and Liability

5.1 The Services shall be carried out using reasonable skill and care in accordance with the standards of the industry.

5.2 We shall use all reasonable skill and care in selecting translators, interpreters and other personnel used to produce the Translated Works and perform the Services.

5.3 No terms, conditions or warranties, whether express or implied, about the quality or fitness for purpose of the Services or the Translated Works shall be incorporated unless expressly set out in this Contract.

5.4 We shall incur no liability to you for innocent or negligent misrepresentation by virtue of any statement made by or on behalf of us prior to the Contract, whether orally or in writing, and you shall not be entitled to rescind the Contract on the grounds of any such misrepresentation.

5.5 We do not warrant that the Translated Works or the Services will meet your specific requirements and, unless otherwise agreed in writing, we do not warrant that the operation of any Translated Works sent to you or Services performed by us will be uninterrupted or error free. Furthermore, we do not warrant or make any representation regarding the use of the Translated Works or the Services provided in terms of their accuracy, correctness, and reliability or otherwise.

5.6 You acknowledge that any Original Works and Translated Works submitted by you and to you over the Internet or via the TYB cloud-base platform cannot guaranteed to be free from the risk of interception or corruption even if transmitted in encrypted form and that we have no liability for the loss, corruption or interception of any Original Works or Translated Works.

5.7 SAVE IN RESPECT OF DEATH OR PERSONAL INJURY RESULTING FROM OUR NEGLIGENCE AND SUBJECT TO CLAUSE 5.8. OUR TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, OR OTHERWISE ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THESE TERMS AND CONDITIONS SHALL BE LIMITED TO THE PRICE PAID UNDER THE CONTRACT TO WHICH ANY CLAIM RELATES DURING THE TWELVE MONTH PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

5.8 YOU MUST NOTIFY US IN WRITING WITHIN 90 DAYS (TIME BEING OF THE ESSENCE) OF DELIVERY OF THE TRANSLATED WORKS OR THE PERFORMANCE OF THE SERVICES OF ANY CLAIM ARISING OUT OF THE PROVISION OF THE SERVICES AND /OR THE TRANSLATED WORKS ('CLAIM'), TOGETHER WITH FULL DETAILS OF ANY CLAIM. IF YOU FAIL TO NOTIFY US OF ANY CLAIM WITHIN THE PERIOD OF 90 DAYS WE SHALL NOT BE LIABLE TO YOU.

5.9 Where

5.9.1 you require us to provide Services to you with expedition and/or

5.9.2 we propose that you utilise a number of our Services for the fulfillment of your requirements and you do not accept all of them

then there may be a risk that the quality of the Services are not of the high standard that we provide in the normal course of our business. In either circumstance we disclaim any responsibility for the Translated Works and you accept that

a) the Services may not be carried out by us using the same level of skill and care as we would use in providing the Services in the normal course of our business;

b) there may be errors or omissions in the performance of the Services which shall not entitle you either to cancel the Contract or decline to make any payment to us in respect of the provision of the Services; and

c) you indemnify us in relation to any claim made or loss suffered as a consequence of any such error or omission.

6. Your Responsibility and Liability

6.1 You warrant, represent and undertake that the materials submitted by you shall not contain anything of an obscene, blasphemous or libelous nature and shall not (directly or indirectly) infringe the Intellectual Property Rights of any third parties.

6.2 Unless otherwise agreed by us, you (which for the purposes of this clause includes any of your associated companies, their or your employees, directors, principals or shareholders) shall not, for a period of five years after termination of the Contract, either directly or indirectly, on your own account or for any other person, firm or company, solicit, employ, endeavor to entice away from us or use the services of a translator or interpreter, marketer, creative writer etc. who has provided the Services and/or Translated Works to you on our behalf under the Contract ("Linguist" or "Marketing Strategist"). In the event of your breach under this clause, you agree to pay us an amount equal to the aggregate remuneration paid by us to the Linguist for the year immediately prior to the date on which you employed or used the services of the Linguist or the Marketing Strategist.

6.3 You agree, upon demand, to indemnify us (which for the purposes of this clause includes our employees, agents and sub-contractors), 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:

6.3.1 The use or possession by us of any of the Original Works or materials provided by you in relation to the provision of the Services, including the breach of any Intellectual Property Rights of any third party in or to any such Original Works or materials.

6.3.2 The processing by us 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 9 below.

6.3.3 Any breach of warranty given by you in this clause 6.

6.3.4 Any other breach by you of these Terms and Conditions.

6.4 In the event you require us to provide the Services on your premises you shall:

6.4.1 Assign members of staff with suitable skill and experience to be responsible for our activities.

6.4.2 Provide such access to premises, interpretation systems and other facilities which may be reasonably required by us.

6.4.3 Provide such information as may be required by us to carry out the Services and ensure all such information is correct and accurate.

6.4.4 Ensure that all necessary safety and security precautions are in place at your premises.

6.5 We shall be entitled to charge you for any additional costs and expenses which we may incur as a result of any hazardous conditions or material encountered at your premises.

6.6 We shall not be obliged to continue to perform the Services where we consider, at our sole discretion, this would constitute a breach of warranty given by you in this clause 6, an illegal act or a safety hazard.

7. Intellectual Property

7.1 All Intellectual Property Rights (including but not limited to copyright) in the Original Works and the Translated Works shall vest in you (or your licensors) but, for the avoidance of doubt, you hereby grant to us (and our sub-contractors) a licence to store and use the Original Works and the Translated Works for the duration of the Contract and for the purposes of providing the Services to you.

7.2 You recognise that we will take advantage of techniques, concepts and know-how developed and learned by us in the course of performing the Services and various other projects ("Knowledge"). You agree that nothing in these Terms and Conditions shall preclude us from performing the same or similar Services for third parties and that we shall have the right to use or exploit the Knowledge.

8. Confidentiality

8.1 Subject to clause 8.3, and (on our part) save as necessary in order for us to provide the Services neither party may use any of the other party's Confidential Information.

8.2 Subject to clause 8.3, neither party may disclose to any other person any of the other party's Confidential Information.

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

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

1. Promptly notifies the owner of any such requirement; and
2. Co-operates with the owner regarding the manner, scope or timing of such disclosure or any action that the owner may take to challenge the validity of such requirement.

8.3.2 To its (or any of its associated company's) personnel, sub-contractors' personnel or any 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:

1. Is informed of the obligations of confidentiality under these Terms and Conditions; and

2. Complies with those obligations as if they were bound by them.

8.4 The obligation of confidentiality contained within this clause 8 shall survive termination of the Contract howsoever caused.

8.5 Each party agrees that its obligations in this Clause 8 are necessary and reasonable in order to protect the party making the disclosure and each party agrees that the remedy of damages would be inadequate to compensate the party making the disclosure for any breach by the party receiving the disclosure of its obligations set out under this Clause 8. Accordingly each party agrees that, in addition to any other remedies that may be available, the party making the disclosure shall be entitled to seek injunctive relief against the threatened breach of these Terms and Conditions or the continuation of any such breach by the party receiving the disclosure, without the necessity of proving actual damages.

9. Data Protection

9.1 Each party shall ensure that in the performance of its obligations under these Terms and Conditions it will at all times comply with relevant provisions of the Data Protection Act 1998.

9.2 We acknowledge that if we are required to process any data in the course of providing the Services we shall do so only on your instructions.

10. Termination

10.1 If you subsequently cancel, reduce in scope or frustrate (by an act or omission on your part or any third party relied upon by you) the Contract, the full price for the

Contract shall remain payable unless otherwise agreed in writing in advance. Any Original Works provided to us and Translated Works completed by us under the Contract shall be made available to you on termination of the Contract.

10.2 We shall be entitled to terminate the Contract immediately by written notice to you if:

10.2.1 You commit a material breach of the Contract and, in the case of such a breach which is capable of remedy, you fail to remedy the same within 7 days of receipt of a written notice specifying the breach and requiring it to be remedied; or

10.2.2 You commit a material breach of the 'TYB- cloud system and/or software licence (if any); or

10.2.3 You make any voluntary arrangement with your creditors or (being an individual or firm) become bankrupt or (being a company) become subject to an administration order or go into liquidation, or an encumbrancer takes possession or a receiver is appointed over any of your property or assets, or you cease or threaten to cease business, or an equivalent or analogous event occurs in any other jurisdiction.

10.3 Any termination of the Contract shall not prejudice any rights or remedies that may have accrued to either party.

11. Export Terms

11. 1 You will be responsible for complying with any legislation or regulations governing the importation of the Translated Works and the re-importation of the original works into the country of destination and for the payment of any duties on them.

11. 2 You shall not offer the Translated Works for resale in any restricted country (as specified by the DTI or other UK government agency from time to time and/or the Department of Commerce or other Poland government agency) or any country notified by us to you at or before the time your order is placed, or sell the Translated Works, not limited to, to any person if you knew or have reason to believe that person intends to resell the Translated Works in any such country

11.3 You will not export directly or indirectly any technical data acquired under this Agreement or any Translated Works produced utilising any such data to any country to which either or both of the Poland or UK Government or any of their agencies requires an export licence or other government approval, without first obtaining such licence

12. Dispute Resolution

12.1 If any dispute arises between the parties with respect to translation or interpreting or other similar services provided by us, then such dispute shall at the request of either party be referred to a person agreed between the parties or (in default of agreement within 7 days of notice from either party) to a person chosen on the application of either party by the Chairman for the time being of the Institute

of Translation and Interpreting.

12.2 Such a person shall be appointed to act as an expert and not as an arbitrator and the decision of that person shall be final and binding.

12.3 The cost of such an expert shall be borne equally by the parties, unless such expert otherwise directs.

13. Anti -Corruption and Anti-Bribery

13. 1 You shall:

(a) comply with all applicable laws, statutes and regulations relating to anti-bribery and corruption including but not limited to the Bribery Act 2010;

(b) not engage in any activity, practice or manner constituting an offence under sections 1,2 or 6 and 7 of the Bribery Act 2010;

(c) comply with all international anti- bribery conventions where you are operating (collectively, the “Anti-Bribery Laws”);and

(d) have and shall maintain in place throughout the term of this contract your own policies procedures and requirements and will enforce them where appropriate.

13. 2 You agree to promptly report to us any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of these Terms and Conditions and/or if a foreign public official becomes an officer or employee of yours or acquires a direct or indirect interest in you (and you warrant that you have no foreign public officials as officers, employees or direct or indirect owners at the date of these Terms and Conditions).

13.3 You shall ensure that any person associated with you who is performing services or providing goods in connection with these Terms and Conditions does so only on the basis of a written contract which imposes similar obligations equivalent to those imposed on you in this clause. You shall be responsible for the observance and performance by such persons of the Anti-Bribery Laws, and shall be directly liable to us for any breach by such persons of any of the Anti-Bribery Laws

13.4 For the purpose of this clause the meaning of adequate procedures and foreign public officials and whether a person is associated with another person shall be determined in accordance with section 7 (2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6 (5) and 6 (6) of that Act and section 8 of that Act respectively. For the purpose of this clause any breach of this clause shall be deemed a material breach.

14. Miscellaneous

14. 1 Neither party shall be liable to the other for any delay in, or failure of, performance of its obligations under the Contract arising from any cause beyond its reasonable control including act of God, government act, war, fire, flood, explosion

or civil commotion.

14.2 We may engage any person, firm or company as our sub-contractor to perform any or all of our obligations and we may assign any or all of our rights and obligations under the Contract.

14.3 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 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 e-mail, at the time of transmission.

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

14.5 If any provision of these Terms and Conditions 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 these Terms and Conditions shall not be impaired or affected in any way.

14.6 A person who is not party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

14.7 The 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.

14.8 Nothing in these Terms and Conditions or the Contract 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).

SIGNED BY AN AUTHORISED REPRESENTATIVE OF THE CUSTOMER

Signature:.....

Name:.....

Title:.....