

(1)
LINK UP MITAKA LIMITED
THEBIGWORD INC
and
THEBIGWORD (BEIJING) TECHNOLOGY CO. LTD
and
[LINGUIST/ AGENCY NAME]
(2)

TRANSLATION SERVICES AGREEMENT

BETWEEN:

- (1) **LINK UP MITAKA LIMITED** (UK company number 1789968) trading as thebigword whose registered offices are at Link Up House, Ring Road, Lower Wortley, Leeds LS12 6AB and thebigword Inc. of 20 Broad Street, 27th Floor, New York, NY10005 and, thebigword (Beijing) Technology Co. Ltd of 1019 Huapu International Plaza, 19 ChaoyangmenWai Avenue, Beijing 100020, China; and Mitaka thebigword K.K.30F Shinjuku Park Tower,3-7-1 Nishi Shinjuku, Shinjuku-Ku, Tokyo 163-1030, Japan,("We", "Our", "Us" "thebigword"); and
- (2) **[LINGUIST/ AGENCY NAME] OF [LINGUIST/ AGENCY ADDRESS]** ("You", "Your") Unless expressly stated otherwise elsewhere in this Agreement 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. Clause, schedule and paragraph headings are provided for ease of reference only and shall not affect the interpretation of these terms and conditions.
- A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 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.

1. GENERAL

- 1.1 You are a specialist provider of translation services. By this Agreement We appoint You as an approved non-exclusive Linguist 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. You have confirmed to Us that You are in a state of health appropriate for the role in which You will be engaged in by Us.
- 1.2 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.
- 1.3 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.
- 1.4 **Where You are an Agency, providing services to Us and/ or Our Clients, then the terms of this Agreement apply to those Linguists 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.**
- 1.5 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.

2. FEES AND PAYMENT

- 2.1 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.
- 2.2 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.
- 2.3 Subject to clause 3.4 payment shall be made on the last day of the month following the month in which We receive Your correct and complete invoice in accordance with the process set out in Appendix 2. We shall only make payment by BACS (or similar bank transfer) no payment shall be made by cheque.
- 2.4 On Our request You shall provide the Services in instalments and 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.
- 2.6 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 thebigword may withhold payment of invoices up to the following thresholds:
- GBP cheques £5.00
 - USD cheques sent to recipient based in the US \$5.00
 - USD cheques sent to recipient based outside the US \$25.00
 - EUR cheques €20.00
 - GBP electronic payment based within the UK £5.00
 - GBP electronic payment based outside the UK £15.00
 - USD electronic payment \$25.00
 - EUR electronic payment €20.00
 - Other currency electronic payments £15.00

3. DELIVERY

- 3.1 The dates for carrying out the Services are of the essence for delivery or performance and delay shall entitle Us to reject any performance or to withhold any fee for the Order in question.
- 3.2 You shall deliver the Services to Us (or to Our Client) in accordance with Our agreement in each Contract. Neither of Us will be liable to the other in any circumstances for the consequences (including by way of example payment of cancellation 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
- 3.3 Where the provisions of clause 3.2 do not apply, then in the case of localisation testing, 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.
- 3.4 Once You have accepted a task via thebigword GMS, 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.

4. CANCELLATION

- 4.1 On site Localisation testing only. If We or the Client cancels less than 1 (one) week before the date on which the Services are due to begin, We will pay You 10% (ten per cent) of the anticipated fee.

5. YOUR RESPONSIBILITY AND LIABILITY

- 5.1 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.**
- 5.2 You warrant that the servicesshall be fit for the purpose specified by Us in the relevant Order. If We consider that the Services 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 Services and You shall, at Our option either take such steps as are necessary to improve the services or refund payments. You should review Your own work.
- 5.3 You warrant that You hold the correct level of Security Clearance as applicable and You agree to provide evidence of this if We request it. You agree to renew the Security Clearance where appropriate and to provide evidence of that renewal as requested by Us. You agree to complete a self-declaration if We request one so We can be assured that You are compliant with Our Client's contractual requirements.
- 5.4 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 Clients. You may also come into direct contract with Our 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. When You accept an Order from Us it is in accordance with the Code of Conduct as detailed in Appendix 1.
- 5.4.1 You must not use any of Our confidential information. You must not disclose to any other person Our confidential information. The obligation of confidentiality contained within this clause 5.4 shall survive termination of this agreement howsoever caused. We shall be entitled to seek injunctive relief against the threat and breach of this clause 5.4 or the continuation of any such breach without the necessity of proving actual damages.
- 5.5 You shall provide Us all necessary access to such information as may be required from time to time in order for Us to provide thebigword GMS®.
- 5.6 **Complaints handling.** You shall proactively work with Us and respond to any complaints without undue delay. If after investigation or formal Quality Assurance reviews any of the work is found to be of substandard quality or late 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, 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.
- 5.7 Some Material, content and subject matters may be distressing to some people. You may in advance inform Us of any subject matter or appointment type which You may find distressing, in order that We can try to avoid these, but You can in any case reject any Order at any time for any reason.
- 5.8 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.
- 5.9 As a professional Linguist We expect that You will take all appropriate steps to ensure that You are not placed in a position where there is or may be an actual or perceived conflict, or potential conflict, between Your own financial or personal interests 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.
- 5.10 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.
- 5.11 Our software needs to confirm that Your computer meets the minimum security standards to protect Client Data, for example to validate 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, Windows 10. Your computer sends only the required security related Data to Our systems and no other Data is collected, processed or stored during this process.
- 5.12 We reserve the right to request physical evidence that Your information technology systems, physical and information security processes are compliant with clause 5.10. Physical evidence could include but is not limited to, documentation or photographic evidence and in some cases an on-site audit. Where audits are required, this is to be no more than once per annum and only upon reasonable prior written notice and agreement, except in case of an emergency (e.g. required by law enforcement agencies). During an audit no other data other than that required to confirm compliance is viewed or collected as evidence (except where required by law).

Only the result of compliance or non-compliance to the required standards would be recorded. You have the right to refuse audit, however, but this affords Us the right to cease all work with You, including work in progress.

- 5.13 You are not permitted to use Machine Translation for any assignment that You undertake unless You obtain prior written authorisation from Us. You must only use Translation Memories provided by Us specific to the task unless You obtain prior written authorisation from Us. You are not permitted to store client content in personal, web-based, or shared Translation Memories, or use any of the above to machine translate content which You are required to translate yourself without the use or aid of a machine translation tool.
- 5.14 Notwithstanding the standard payment that we will make to you, if you use Translation Memory then the rate we will pay is reduced as evidenced in the table below. Our standard Translation Memory breakdown is as follows:

SmartMatch™ % of Rate	0.00
Exact Match % of Rate	5.00
Repetitions % of Rate	5.00
95-99% Match % of Rate	50.00
85-94% Match % of Rate	50.00
75-84% Match % of Rate	50.00
50-74% Match % of Rate	100.00
New Match % of Rate	100.00

The only situation where the above rate does not apply is where Our Client has agreed to vary the above rates and this will be reflected in the offer of translation services which You will receive from Us.

6. OUR RESPONSIBILITY AND LIABILITY

- 6.1 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.
- 6.2 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.
- 6.3 We will process Your Personal Data in accordance with Our Privacy Policy, as updated from time to time. A copy of the latest version of which is on the [thebigword website](#).

7. THEBIGWORD GMS®

7.1 Software Licence

- 7.1.1 We hereby grant You on and subject to the terms of this Agreement a non-exclusive, non-transferable revocable licence to access thebigword GMS® solely for purposes of providing services to Us.
- 7.1.2 You shall not store, distribute or transmit any material through thebigword GMS® 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.
- 7.1.3 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.

7.2 Software Services

- 7.2.1 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 thebigword GMS®.
- 7.2.2 You shall ensure that You keep a secure password for use of thebigword GMS® and that You keep Your password confidential.
- 7.2.3 You will have to change Your passwords on first use of thebigword GMS® in order to preserve confidentiality. Thereafter it will have to be changed on a regular basis.
- 7.2.4 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.
- 7.2.5 Routine maintenance of thebigword GMS® 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 'thebigword GMS® to perform emergency maintenance during Business Hours.
- 7.2.6 You acknowledge that thebigword GMS® constitutes a valuable asset and trade secret of ours and You further acknowledge that We have an exclusive proprietary right and interest in and to thebigword GMS® and that any information, documents, flow charts, logic diagrams, source code, machine code, test materials, or the like relating in any way to thebigword GMS® is Our confidential trade secret information.

7.3 YOU SHALL NOT:

- (a) attempt to duplicate, modify or distribute thebigword GMS® or any part thereof;
- (b) attempt to reverse compile, disassemble or otherwise reduce to human-perceivable form any of thebigword GMS®, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties;
- (c) use thebigword GMS® 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 thebigword GMS®;
- (e) license, sublicense, sell, resell, transfer (temporarily or permanently), assign, distribute or otherwise commercially exploit or make available to any third party thebigword GMS® in any way;
- (f) modify or make derivative works based upon thebigword GMS®;

- (g) create internet "links" to thebigword GMS[®] or "frame" or "mirror" any content on any other server or wireless or internet-based device; or
- (h) reverse engineer or access thebigword GMS[®] for any purpose including without limitation, in order to:
 - (I) build a competitive product or service; or
 - (II) build a product using similar ideas, features, functions or graphics of thebigword GMS[®]; or
 - (III) copy any ideas, features, functions, or graphics of thebigword GMS[®].

8. DATA PROTECTION

- 8.1 You acknowledge that during the performance of Your obligations under this Agreement, You may be required to process Our Clients' Personal Data. Our Client will be the controller of that Personal Data and We will process it in the capacity of their processor. You will process it in the capacity of a sub-processor. The nature and purposes of the processing to be undertaken, the types of personal data, the categories of data subjects involved and the duration of the processing will be set out in Appendix 3 to this Agreement. You shall only process such Personal Data to the extent required to perform Your obligations under this Agreement and any Contract and not further or otherwise.
- 8.2 You shall comply with Your obligations under Data Protection Laws at all times when processing the Personal Data and shall not, by any act or omission, put Us or Our Clients in breach of any Data Protection Laws. You agree to implement all appropriate technical and organisational measures which are necessary to ensure that Your processing of Personal Data will comply with Data Protection Laws.
- 8.3 In addition and without prejudice to the generality of clause 8.2, You shall (at Your own cost):
- (a) only process the Personal Data in accordance with Our and/or Our Clients' written instructions from time to time, unless otherwise required by law, in which case, You shall (to the extent permitted by law) inform Us of that legal requirement before carrying out the processing;
 - (b) take all appropriate technical and organisational measures to ensure a level of security for the Personal Data which is appropriate to the risks to individuals that may result from the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data. Without prejudice to the generality of the previous sentence, You shall also comply with Our, and Our Client's, data security requirements (if any) notified to You in writing from time to time;
 - (c) provide all necessary assistance to enable Us/Our Clients to fulfil obligations to respond to any requests from Our Clients and/or from data subjects and/or any supervisory authority in accordance with Data Protection Laws;
 - (d) provide all necessary assistance to enable Us/Our Clients to comply with obligations under Articles 32 – 36 (Security, Breach Notifications, Data Protection Impact Assessments, Prior Consultation) of the GDPR or any other equivalent obligations under other Data Protection Laws;
 - (e) without limiting the generality of clause 8.3(d), inform Us immediately in writing if at any time You become aware that: (i) there is a breach or suspected breach of security in relation to any Personal Data; (ii) any Personal Data is or is suspected to be used, disclosed to or accessed by a third party, except in accordance with this Agreement or the relevant Contract; or (iii) any Personal Data is lost, corrupted, destroyed or otherwise rendered unusable (a "**Data Breach**"). This shall include providing a description of (and the approximate volume of) the Personal Data and the data subjects affected, the nature of the Data Breach, the likely consequences of the Data Breach and the measures taken and/or proposed to be taken to address the Data Breach and such further information as We/Our Client requests from time to time. You shall, at Your own cost, immediately take such actions as We/Our Client shall require to remedy the Data Breach and to avoid or minimise potential loss, damage or distress to affected individuals. You shall also reimburse Us and Our Client for all reasonable legal and other costs, incurred in connection with such Data Breach or suspected Data Breach and any associated remedial action (including without limitation any costs associated with the investigation of the issue, notifications to affected individuals, the Office of the Information Commissioner and other supervisory authorities, provision of fraud/identity theft prevention services to affected individuals and any other activities undertaken to remedy or minimise the impact of the Data Breach);
 - (f) within 24 hours of the expiration or termination of the provision of the Services, or on request by Us at any time, at Our choice, immediately return and/or securely and permanently erase all Personal Data (including any copies of it) in Your possession or control;
 - (g) make available to Us/Our Clients all information, documentation and assistance that We/Our Clients request from time to time to enable Us/Our Clients to: (i) verify that You are in compliance with these terms; and/or to (ii) enable Us to comply with Our contractual obligations to Our Clients and/or to respond to any requests from Our Clients and/or (iii) to enable Us/Our Clients to comply with any obligations under Data Protection Laws and/or to respond to any requests or requirements of any applicable regulator; and
 - (h) permit Us/Our Clients or third party auditors appointed by Us/Our Clients, (subject to such third party auditors being bound by appropriate confidentiality obligations), to audit Your compliance with this clause 8 upon reasonable notice. We/Our

Clients shall not be required to provide reasonable notice in the event of an actual or suspected Data Breach. You shall provide Us/Our Clients (and Our/Our Clients' third party auditors) on request with all necessary information and access to Your premises, records and systems as may be required for the purposes of these audits. In the event that the audit reveals a material breach of this Agreement or any Contract by You, You shall reimburse Us/Our Clients for all reasonable costs incurred in relation to carrying out the audit.

8.4 For the purposes of this clause 8.4 only, “**You**” shall mean the Linguist agency or individual Linguist (as applicable) that is party to this Agreement and its employees (if any) only.

In addition and without prejudice to the generality of clause 8.2, (at Your own cost) You:

- (a) shall not engage a sub-processor or authorise any other third party (other than Your own employees) to process the Personal Data unless You have obtained Our prior written consent (which may be granted or withheld at Our sole discretion) and the proposed sub-processor has either entered into a written contract with Us or with You which imposes obligations on the sub-processor which are equivalent to those imposed on You in clause 8 of this Agreement. For the avoidance of doubt, You shall remain liable for the acts and omissions of Your sub-processors as if they were Your own;
- (b) shall not transfer any Personal Data to or allow access to it by, a third party outside the EEA, including but not limited to an agent, sub-contractor or associated or affiliated company, without Our prior written consent and subject to the implementation of such measures and the conclusion of all necessary documents as are required to enable Us/Our Clients to comply with Data Protection Laws in relation to such transfer; and
- (c) agree that if You process (including but not limited to accessing it) Personal Data (which originated in the EU) in any location outside of the EEA, You will comply with the obligations of a data importer set out in the Standard Contractual Clauses (a copy of which is obtainable from Us), in relation to such processing. By accepting this Agreement, You (as the ‘data importer’) are entering into the Standard Contractual Clauses with Us, on behalf of Our Client (as the ‘data exporter’). You further agree that You will, promptly on request at any time, execute a set of the Standard Contractual Clauses (including but not limited to completing Appendix 2 of the Standard Contractual Clauses to Our satisfaction) either with Us, or directly with Our Client, to evidence Your agreement to comply with the obligations contained in them as a data importer.

8.5 You shall ensure that:

- (a) access to the Personal Data is limited to You/those of Your employees who need access in order to meet Your obligations under this Agreement or the relevant Contract (together the “**Authorised Personnel**”); and
- (d) all Authorised Personnel are appropriately trained in the handling of personal data, are informed of the confidential nature of the Personal Data and are bound by appropriate confidentiality obligations when accessing it.

You shall also take reasonable steps to ensure the reliability of all Authorised Personnel.

8.6 If at any time, in Our opinion, We need to amend this clause 8 in order to comply with Our obligations under Data Protection Laws, or Our contractual obligations to Our Clients You agree to enter into a written variation of this Agreement to make the amendments which in Our opinion are required.

8.7 By accepting this Agreement, You will also accept the terms of Our privacy policy a copy of which is obtainable from Us.

8.8 You agree to fully indemnify and keep indemnified and defend at Your own expense Us against all costs, claims, damages and expenses incurred by Us or for which We may become liable due to any failure by You or Your employees, sub-contractors and/or agents to comply with any obligations under this clause 8, the Data Protection Laws, or Our instructions when processing the Personal Data.

9 COPYRIGHT AND CONFIDENTIALITY

9.1 **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.**

9.2 All 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.

9.3 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 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 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 Services, by any means now known or hereafter discovered.

- 9.4 You agree to execute any assignment, consent to file or like 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 Services, (ii) to claim any and all right of priority provided by any convention, treaty or agreement with respect to the Services, and (iii) to bring all actions or proceedings with respect to the 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 Services, You hereby irrevocably designate and appoint Us and Our duly authorized 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.
- 9.5 The provisions of this clause 9 shall survive the termination of this Agreement and/or any Contract.

10 TERMINATION

- 10.1 We may at any time remove You from Our list of approved Linguists in which case clause 10.2 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 10.2 will also apply.
- 10.2 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; and
 - (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.

11. COMPETENCE

- 11.1 You shall provide evidence of Your Linguistic competence, technical specialisms and proof of qualifications, 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.
- 11.2 You shall refuse work which You know to be beyond Your competence, either linguistically or due to lack of specialist knowledge.

12. STATUS AND INDEMNITIES

- 12.1 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 an employee or worker (as defined in equality act 2010, The Equality Act, The Employment Rights Act 1996, 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.
- 12.2 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.
- 12.3 Nothing contained in this Agreement shall constitute a partnership or joint venture between Us and You.
- 12.4 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 or any of Our Clients. 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 in respect of payments made to You under this Agreement.

13. DISPUTE RESOLUTION

- 13.1 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.
- 13.2 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.
- 13.3 On receipt of a notice of Dispute, the parties must use their best efforts, in good faith, to resolve the Dispute by negotiation.
- 13.4 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. ENTIRE AGREEMENT

- 14.1 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.
- 14.2 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.

15. ASSIGNMENT

- 15.1 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.
- 15.2 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.

16. SECURITY CLEARANCE AND VETTING

- 16.1 If at any point in the future the Government's policy on security clearance and/or vetting for personnel is amended or replaced (whether by security clearance or by alternative Government arrangements), You shall ensure that You are fully aware of the changes and You shall comply with the new arrangements once they are enforced.
- 16.2 Costs for the above shall be borne by You. Neither the Client nor We accepts liability for costs incurred in the process of obtaining such disclosure certification unless otherwise agreed.
- 16.3 If and when requested by Us, You shall provide Us with Your National Insurance number, periods of employment, immigration status and tax exemption certificates as well as any other documentation which We may reasonably request.

17. MISCELLANEOUS

- 17.1 Neither this Agreement nor any Contract, whether in whole or in part, shall be sub-contracted by You without Our prior written approval, and subject to 8.4.
- 17.2 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.
- 17.3 Upon the termination of this Agreement You shall return to Us forthwith at Your expense all materials supplied by Us together with all copies of the materials.
- 17.4 Upon acceptance of an order You agree to complete this work without the aid of machine translation unless instructed to do so

18. SUPPLY CHAIN PROTECTION

As an Agency, where You enter into a sub-contract, You shall include within such Sub-contract provisions:

- (a) requiring You or the Sub-contractor receiving services under the Sub-contract to consider and verify invoices under that contract in a timely fashion;
- (b) that if You or the Sub-contractor fails to consider and verify an invoice, the invoice shall be regarded as valid and undisputed after a reasonable time has passed;
- (c) requiring You or Sub-contractor (as the case may be) to pay any undisputed sums which are due from You to Your their Sub-contractor within a specified period not exceeding thirty (30) days of verifying that invoice is valid and undisputed;
- (d) giving the authority the right to publish both Your and the Sub-contractor's compliance with its obligation to pay undisputed invoices within the specified payment period; and
- (e) requiring the Sub-contractor to include a clause to the same effect as this clause 20 in the Code of Conduct in any contracts it enters into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract.

19. DEFINITIONS

In this Agreement, unless the context requires otherwise:

"Agency" means a business or organisation providing translation services on behalf of thebigword.

"Authorised Users" means Your employees and independent contractors who are entitled to use thebigword GMS® under this Agreement as agreed in writing between the parties

"Baseline Personnel Security Standard" means pre-employment controls for all civil servants, members of the Armed Forces, temporary staff and contractors that work for the government generally.

"Business Hours" means 8am 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 this includes the price and the work.

"Data" means the data input into the information fields of "thebigword GMS®" 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.

"Linguist" means someone who provides the Services.

"Machine Translation" means the translation of text by a computer with no human involvement.

"Order" means an order from Us for the Services to be provided by You.

"thebigword GMS®" (Globalisation Management System) means any version of Our electronic Order submission systems which may be provided to You from time to time under the terms of the software licence in this Agreement.

"thebigword Group" means thebigword 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 thebigword 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 thebigword 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.
- “**Translation Memory**” means a language pair database that stores segments of text, which have been previously translated, so they can be recalled for future use.

AS WITNESS THE HANDS OF THE PARTIES TO THIS AGREEMENT.

YOUR SIGNATURE DOES NOT NEED TO BE AFFIXED TO THIS AGREEMENT ON THE BASIS THAT BY ACCEPTING THE NEXT ASSIGNMENT YOU WILL BE DEEMED TO HAVE ALSO ACCEPTED THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

Signed on behalf of **LINK UP MITAKA LIMITED THEBIGWORD INC. THEBIGWORD (BEIJING) TECHNOLOGY CO. LTD** by its duly authorised representative


Mark Daley
Chief Operating Officer

**APPENDIX 1
CODE OF CONDUCT**

All definitions are to be found in clause 19 of the Translation Service Agreement

This Code of Conduct outlines behaviours, processes and procedures which in addition to the other obligations in Our Services Agreement We, thebigword, 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 thebigword, Our Clients require You to comply with this Code of Conduct.

The content of the Code also takes into account Our Clients’ values & principles, with particular emphasis on safety, taking personal ownership for Our actions and openly communicating, which We share.

1. Our Clients require You to take all reasonable steps to ensure complete, accurate and faithful provision of Your services to the best of Your ability and render exactly the idea and form of the original content: intervening only to prevent potential misunderstandings. In exceptional circumstances a summary (which must not distort in anyway the meaning of what has been said) may be given if requested by the Client.
2. Our Clients require You to 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. You shall inform the Client where difficulties are encountered with dialect, technical terms or lack of relevant background knowledge which may impair Your ability to carry out the assignment. If these issues cannot be resolved to the satisfaction of the Client You shall withdraw may be from the assignment.
3. Our Clients require You to undertake only those assignments You are competent to perform and accept personal responsibility for behaving professionally, impartially, ethically and with integrity and fairness. You must be fluent in and demonstrate a comprehensive understanding of the written and spoken form of both languages; including regional dialects, colloquialisms, idiomatic expressions and technical terms.
4. In everyday business transactions Our Clients require You to be even-handed and fair without deception or dishonesty in Your dealings with Clients, suppliers, Us and others with whom You will work.
5. Our Clients require You to 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 You unsuitable for a particular assignment.
6. Our Clients require You to immediately notify the Client and Us of any prior relationship with any party to proceedings in a particular assignment.
7. Our Clients require You to immediately notify the Client and Us of any previous involvement with a particular assignment
8. Our Clients require You to disclose to the Client and Us if You have had any previous involvement in relation to the same case even if this is through another Client.
9. Our Clients do not want You to take personal advantage of any information obtained in the course of Your work or use any information obtained in the course of an assignment for any purpose other than as authorised.
10. Our Clients require You to endeavour to complete work by agreed deadlines and in accordance with other agreed terms and You must not, other than in exceptional circumstances, withdraw from or fail to complete an order of work once accepted, without reasonable notice to thebigword.
11. Our Clients require You to not receive or accept any form of reward or gift for work carried out, other than the agreed fee from thebigword.
12. Our Clients require You to undertake continual professional development in order to offer the highest possible standard of work by maintaining and updating Your language/ technical skills, subject knowledge, or any other indispensable skills or knowledge. You shall inform Us of any formal professional development You have completed.
13. Our Clients require You to 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).

14. Our Clients require You to comply with current Data Protection legislation and regulations by treating any information received during the course of Your work as confidential and not to be divulged to any other party without the express permission of the Client. The duty of confidentiality shall not apply where disclosure is required by law.
15. Our Clients require You to keep any documents, recordings or media provided by thebigword or any parties involved in the assignment safe and ensure that they are not copied and are returned after the assignment. You shall ensure that material is used only for the purpose authorised by the Client. Documents are for Your eyes only and must not be seen or shared with anyone else.
16. Our Clients require You to observe, have regard for and respect the known cultural background, customs, values, spiritual beliefs and protocols relevant to a particular type of assignment and its participants. You 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, political belief or affiliation, belief or race.
17. Our Clients require You to not sub-contract or delegate any assignment or part of any assignment to another translator or agency without Our prior written approval, nor accept any delegated work.
18. Our clients require You to notify thebigword in writing of any fundamental changes to Your circumstances e.g. change of name; change of address; change of bank account details for payments, (impending) change of professional membership status, if You no longer have a specific security clearance e.g. NPPV Level 3 or SC clearance and adverse change to Your health which may affect Your ability to perform Your duties..
19. Where Our Clients require You to hold a Baseline Personal Security Standard (BPSS) clearance You will provide Us with such information as shall be required so that You can hold the clearance. You 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 You to undergo enhanced security vetting procedures, in addition to the BPSS process, You authorise the process to procure this vetting and agree to cooperate with the process.
20. Where the provisions of the Official Secrets Act 1989 and/or the Modern Slavery Act 2015 apply, Our Clients require You to agree to abide by each of them.
21. If, in the course of Your work, You are involved in a potential Safeguarding issue involving a child or vulnerable adult, or have concerns about any aspect of the assignment You are undertaking, Our Clients require You to raise these concerns in an appropriate manner to the responsible person leading the assignment or the relevant Authority, understanding that the matter may need to be handled sensitively and in confidence.
22. Our Clients require You to ensure that You understand the procedures and protocols of the relevant Client from whom You accept assignment.
23. Our Clients require You to agree to take an oath or give an affirmation before and/or after assignment if directed to do so.
24. Our Clients require You to inform any Client and Us where difficulties have been encountered with dialect, technical terms and/or background knowledge.
25. Our Clients require You to cooperate with their quality assurance process through participation in the mystery shopping assessments, spot check assessments and in person assessment processes.
26. Our Clients require You to disclose to the Client and Us any criminal record or other adverse information. At the discretion of the Client and/or Us, individuals with a criminal record may be precluded from receiving particular assignments.
27. Our Clients require You to respond within the required timescale to any allegations of misconduct or departure from the Code of Conduct.

APPENDIX 2 PAYMENT PROCESS

Payment shall be made on the last day of the month following the month in which We receive Your correct and complete invoice. If an invoice is not received from You within 28 days of the task being authorised by Us, We shall have no liability to You in respect of that invoice. Such invoices shall bear the Job Order Number.

We will not make 3rd Party Payments.

APPENDIX 3 THE PERSONAL DATA

The nature and purpose of the Processing

You will Process the Personal Data solely for the purposes of providing the translation Services to Us on behalf of Our Clients.

Types of Personal Data

The Personal Data which is shared with You when providing translation Services and the Personal Data in any associated documentation provided to You.

Categories of Data Subjects

Our Clients and their employees, and / or their service users.

The individual who You are providing translation services on behalf of, and any other individuals which You are provided with Personal Data about when providing the translation Services and/or in associated documentation.

Duration of the Processing

You shall only process the Personal Data for as long as You need to in Order to provide the Services.