

## Contractual conditions for translators

### 1. Guidelines for returning completed jobs

Before accepting any jobs, we ask that you carefully look over the text of the work assigned in order to assess the subject matter, required expertise and required delivery times.

You are required to strictly comply with the due date and time, ensuring that the work has been correctly transmitted to your contact project manager (indicated in the purchase order to which this document applies)

at: [planning@nexocorp.com](mailto:planning@nexocorp.com). If you are not able to abide by the set due date, you must notify us within 24 hours from acceptance of the job in order to arrange a new deadline, where possible.

In communications addressed to Nexo Corporation, you must always write the "Project number" shown at the top right of the purchase order. In case of delays in delivery or for any clarification or problem, you are required to notify/contact your project manager immediately. You will then receive instructions from your project manager. If the project manager deems it appropriate to open a non-compliance, Nexo Corporation shall subsequently evaluate the cause of non-conformities in order to establish responsibility. If said responsibility can be traced back to the translator's default or negligence, Nexo Corporation reserves the right not to pay the agreed fee, subject to the requirement to indemnify the company against all damages suffered from this delay. In the case of creation and/or management of TMs (Translation Memories), the collaborator must return these together with the translated text as part of the job commissioned by the client to Nexo Corporation.

### 2. Payment

The unit price indicated above is net of VAT and gross of any Social Security contribution and withholding tax where applicable. The unit of measurement for the calculation of work is per word. Calculations shall be made on words in the source file. Whenever translations are carried out with the use of CAT Tools and upon specific agreements with Nexo, calculations will be made on the source text, whose system-performed analysis will be attached.

### 3. Translator requirements

You are required to carry out the assignment independently and without any relationship of subordination or parasubordination, with the utmost care, diligence, professionalism and competence, in accordance with the provisions in 5.3.1 and 5.3.2 of standard UNI EN ISO 17100:2017. In particular, prior to delivery of the final text, you are required to check the following:

#### 5.3.1 Translation

- a) compliance with specific domain and client terminology and/or any other reference material provided and ensuring terminological consistency during translation;
- b) semantic accuracy of the target language content;
- c) appropriate syntax, spelling, punctuation, diacritical marks, and other orthographical conventions of the target language;
- d) lexical cohesion and phraseology;
- e) compliance with any proprietary and/or client style guide (including domain, language register, and language variants);
- f) locale and any applicable standards;
- g) formatting
- h) target audience and purpose of the target language content.

The translator shall raise any uncertainty as a query with the project manager.

#### 5.3.2 Check

This task shall at least include the translator's overall self-revision of the target content for possible semantic, grammatical and spelling issues, and for omissions and other errors, as well as ensuring compliance with any relevant translation project specifications.

The translator shall make any corrections necessary prior to delivery.

Furthermore, the translator shall commit to perform the following checks:

- 1) anti-virus check on the file before sending
- 2) verification of the completeness and accuracy of the final text and its conformity with the source text (with reference also to any drawings, numbers, dates contained therein)
- 3) all reviews, checks, correction of the target text as a result of information supplied by the Client during work. It is understood that, under these supply specifications, Nexo Corporation shall acquire all intellectual property rights on translations handed in.

Finally, you agree to strictly comply with the provisions of UNI EN ISO 9001:2015, UNI CEI ISO IEC 27001:2014 and UNI EN 17100:2017, for those parts falling under your competence.

#### **4. Liability and warranties**

In the event that the delivered translated material deviates from the work requested in the purchase order, you will be required to make all necessary corrections as part of a "corrections request" received via e-mail, without being entitled to further compensation.

If, as a result of complaints made by the Client regarding the correctness of work, Nexo Corporation will have to offer any discounts to the Client, these shall be deducted from your payment. You shall assume full responsibility for the proper fulfilment of the job and shall ensure that the translation made does not infringe on the rights of third parties nor contain civil or criminal illegal content. In case of differences in copy and/or layout to such an extent that Nexo Corporation must intervene directly, you will be charged the costs incurred. You shall also undertake to hold harmless and indemnify Nexo Corporation for any direct or indirect damages which occurred to Nexo Corporation, the Client or any third party and arising from the translation made.

#### **5. Confidentiality and non-disclosure agreement**

You shall agree to keep confidential all text and data received by Nexo Corporation or the Client, recognising the confidentiality of information and secrecy of the delivered work. You shall consequently also agree not to disclose and/or share material with third parties in any form and not use said material for purposes other than for completion of the assigned task, for the duration of the assignment and after its conclusion.

You shall agree to return information received for the assignment at the end of the project.

You shall agree to reimburse Nexo Corporation for all damage arising from any breach of the aforementioned obligations of confidentiality.

Finally, we extend a reminder of your obligation to maintain confidentiality regarding this contract. You are required to observe all measures required by Legislative Decree no. 196/2003 and subsequent amendments in the processing of data. At the same time, Nexo Corporation shall undertake to respect the privacy of your personal information, as required by Legislative Decree no. 196/2003 and subsequent amendments in the processing of data.

#### **6. Non-compete obligation**

During the course of the tasks indicated in the purchase order and for a period of one year after its conclusion, you shall not perform any language translation services on your own behalf or through an intermediary for clients with whom you have come in contact with, directly or indirectly, through the job assigned to you by Nexo Corporation, without specific authorisation of the latter. In case of failure to comply with this clause, Nexo Corporation reserves the right to take legal measures for its own protection.

#### **7. Rates and accounting per word**

No match 0-74% [100% rate per word] Fuzzy match 75-99% [60% rate per word] 100% match + repetition [30% rate per word]. These prices are to be considered net of VAT and gross of withholding tax (where applicable). The rate for revisions shall be calculated at 50% of the "no match" rate.

In the case of jobs where it is not possible to communicate the number of words contained in the file to be translated in advance, you must indicate the number of words translated in your e-mail upon delivery of the completed translation.

At the end of the month, the translator will send an invoice to: [amministrazione@nexocorp.com](mailto:amministrazione@nexocorp.com), with projects carried out in that same month, indicating:

- the number of each project
- the respective dates of delivery
- the number of words to be translated for each project, as per purchase order
- the number of words translated and communicated via the job delivery e-mail (if not otherwise indicated in the purchase order)

In case of non-receipt, discrepancies and/or partial compliance, Nexo Corporation will suspend payment until receiving the requested data.

For bills or invoices received after the 5th of the month following that in question, payments shall be postponed a month after the agreed period. The Transfer holder shall coincide with the holder of the current account.

#### **8. Note on sending invoices**

Starting from 01/01/2019, translators must send invoices in advance in pdf format to the address [amministrazione@nexocorp.com](mailto:amministrazione@nexocorp.com) and await authorisation for sending in electronic format from Nexo Corporation, who will preventively verify its correctness.

If translators take part in a preferential tax regime and therefore subsequent sending of the electronic invoice is not required, they must always add the wording "NO electronic invoice to follow" in the invoice, or in the e-mail sent with it.

The SDI CODE is as follows: M5UXCR1

#### 9. Tax communications

Payment shall be made via bank transfer 60 + 10 days from invoice date at end of month.

If you take part in a preferential tax regime (VAT exemption, residence abroad, withholding tax exemption, etc.), we kindly ask you to specify in paragraph 1 the reference standards to be strictly contained in the billing and also to report if you benefit from deferred taxation.

Whenever you may not exceed a limit of profit, you are required to give timely notice when exceeding a limit of 5,000.00 Euros/year (also calculating an accumulation of services provided for clients outside of Nexo Corporation).

When issuing an invoice from abroad, a form stating that the income earned in Italy is subject to taxation in the country of origin must also be issued by the competent tax office.

You are required to promptly inform of any changes to your tax and benefits situation indicated in point 1.

Nexo Corporation assumes no liability arising from incorrect or missing information from the collaborator.

#### 10. Court of Jurisdiction

Any dispute arising from the interpretation and/or execution of this letter shall be the exclusive jurisdiction of the court of Perugia or, in case of disputes within the competence of the specialised sections on industrial and intellectual property, the court of Milan.

#### 11. Terms of acceptance

The signing of this document is a prerequisite for the establishment of a supply relationship. This contract shall be deemed accepted upon confirmation via email of the first assignment received from a project manager. Failure to comply with one of the points above will be cause for termination of the supply contract between you and Nexo Corporation.