

Contractual conditions for translators

1. How to carry out the assignment

Before accepting the assignment, the translator is required to carefully examine the text of the assignment in order to assess its subject matter, the required skills, and the deadlines. The translator must adhere strictly to the delivery date and time and ensure that the work has been correctly forwarded to the relevant project manager (indicated on the purchase order to which this document applies in its entirety) at the following e-mail address: planning@nexocorp.com. If the translator cannot meet the deadline, he or she must notify Nexo within 24 hours from acceptance of the job in order to arrange a new deadline, where possible.

In communications addressed to Nexo Corporation, the translator shall always quote the project number indicated in the top right-hand corner of the purchase order. In case of delays in delivery or for any clarification or problem, the translator is required to notify/contact the relevant project manager immediately. The project manager will then provide any instructions. If the project manager deems it appropriate, he or she will open a non-conformity and Nexo Corporation shall subsequently assess the cause of the non-conformity in order to identify the responsibilities and if these are attributable to Nexo Corporation's default or negligence. Nexo Corporation reserves the right to reduce the agreed fee in proportion to the nature and extent of the non-conformity, while retaining the right to claim compensation for any additional/increased damage that may have been suffered, which shall be quantified, managed and paid in accordance with the terms of point 6. If TMs (Translation Memory) are created and/or managed, the translator shall return them together with the translated text as they are part of the work that the customer has commissioned to Nexo Corporation.

2. Payment

The unit price indicated above is net of VAT and gross of any Italian social security contributions 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's obligations

The translator is required to carry out the assignment in full autonomy and without any constraint of subordination or para-subordination, using the utmost commitment, diligence, professionalism and competence in accordance with the provisions of articles 5.3.1 and 5.3.2

of UNI EN ISO 17100:2017. In particular, before delivering the final text, the translator undertakes to check the following aspects:

3.1 Translation

- a) conformity to the specific sector and the client's terminology and/or any other reference material provided, ensuring consistency of terminology throughout the translation;
- b) semantic accuracy of the content in the target language;
- c) appropriate use of syntax, spelling, punctuation, suffixes and other spelling rules of the target language;
- d) lexical and phraseological cohesiveness;
- e) compliance with proprietary and/or client-provided style guides (including sector, language register and language variants);
- f) localisation and compliance with any other applicable standards;
- g) formatting;
- h) attention to the target audience and the purpose of the content in the target language.

The translator should report any doubts in the form of a question to the project manager.

3.2 Checks

This activity should include the translator's self-review of the target texts to check for semantic, grammatical and spelling issues, omissions and other types of errors, and to ensure compliance with any specifications relating to the translation project.

The translator must make any necessary corrections before delivery.

Moreover, the translator undertakes to carry out 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 (also with reference to any diagrams, numbers and dates contained therein);
- 3) any revision, checking, correction of the target texts following indications provided by the client during the process. It is understood that, by virtue of this supply specification, Nexo Corporation shall acquire all intellectual property rights on the translation produced.

Finally, the translator undertakes to comply strictly with the provisions of UNI EN ISO 9001:2015, UNI CEI ISO IEC 27001:2014 and UNI EN ISO 17100:2017 standards, for the parts for which he or she is responsible.

4. Liability and Guarantees

If errors and/or inconsistencies with respect to the information contained in the purchase

order are found when the translated material is delivered, the translator must make all the necessary changes in accordance with the “correction request” received by e-mail, without being entitled to any further compensation than that agreed.

Should Nexo Corporation have to pay any price reductions or discounts to the client as a result of the client's objections to the correctness of the work carried out, the parties agree that these will be proportionally deducted from the agreed fee payable to the translator.

The translator is fully accountable for the correct fulfilment of the assignment and guarantees that the translations will be carried out in a professional manner in accordance with the provisions above and will not infringe on the rights of third parties nor contain civil or criminal illegal content. Should textual and/or layout inconsistencies arise for which Nexo Corporation has to intervene directly, the translator will be charged for the costs incurred, which will also be deducted from the agreed fee.

Finally, if the errors and/or inconsistencies (by way of example but not limited to spelling, grammatical, syntactical and interpretative errors, repetitions, incomplete sentences/words, omissions, etc.) cause damage to the customer whereby the latter makes a claim against Nexo Corporation for damages in addition to or greater than the reduction of the agreed fee/price, this claim shall be handled within the framework of the professional insurance policy contract of which Nexo Corporation is the holder in accordance with the terms of point 6 below.

5. Confidentiality and non-disclosure agreement

The translator undertakes to keep the texts and data received from Nexo Corporation or the client confidential, recognising the confidential nature of the information and the secrecy of what has been delivered. Consequently, the translator undertakes, irrespective of the existence of an assignment, its duration and conclusion, not to divulge and/or communicate them to third parties in any form whatsoever and not to use them for purposes other than those indicated in the purchase order or in the e-mail sent to him or her by the project manager to assess the acceptance of the assignment.

The translator undertakes to return information received for the assignment at the end of the project.

The translator undertakes to reimburse Nexo Corporation for all damage arising from any breach of the confidentiality obligations above.

Finally, please note the obligation to maintain the confidentiality of this contract and to observe, in the processing of data, all the measures prescribed by Legislative Decree 196/2003, European Regulation 679/2016 and subsequent amendments.

At the same time, Nexo Corporation shall undertake to respect the privacy of your personal information, as required by Legislative Decree 196/2003, European Regulation 679/2016 and subsequent amendments.

6. Warranty

To cover any damage caused by the Translator in the execution of the translation activities covered by this contract, Nexo Corporation has taken out a suitable civil and professional liability insurance policy with a leading insurance company and undertakes as of now to bind and pay in favour of the customer the compensation paid by the insurance against any claims for further/increased damage made by the customer, arising directly or indirectly as a result of the translations carried out by the Translator, which are the subject of the assignment received from Nexo Corporation.

It is hereby agreed between the parties that any further/ greater damage, exceeding the compensation eventually paid by the Insurance Company according to the modalities foreseen by the aforementioned insurance contract, shall be borne by the Translator, who shall keep Nexo Corporation indemnified and protected against such excess damage.

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 rates are 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, the translator must indicate the number of words translated in the e-mail sent upon delivery of the completed translation.

The translator will send the invoice at the end of the month to the following address: amministrazione@nexocorp.com, with the projects carried out that month, indicating:

- the project number for each project;
- the respective delivery dates;
- the number of words translated for each project, as per the purchase order;
- the number of words translated and reported in the e-mail sent upon delivery of the completed translation (if not 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 day 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 for sending invoice

Starting 01/01/2019, the translator must send the invoice in pdf format in advance to amministrazione@nexocorp.com and await authorisation from Nexo Corporation, who will check its accuracy, before sending the electronic format of the invoice.

If the translator benefits from the flat-rate scheme and the electronic invoice is not to be sent at a later date, the translator must always include the words "this will NOT be followed by an electronic invoice" in the invoice or in the email message.

The RECIPIENT CODE (SDI) 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 the translator benefits from preferential tax regimes (exemption from VAT, residence abroad, exemption from withholding tax, etc.), we kindly ask the translator to specify the reference regulations in point 1, which must also be included in the invoice, and to indicate if he/she benefits from deferred taxation.

If the translator works on an occasional basis with withholding tax, he or she must inform us as soon as possible if the amount exceeds 5000.00 Euro per year (resulting from the accumulation of services carried out not only for Nexo Corporation).

If the translator issues invoices from abroad, he or she must also obtain a form from the competent tax office stating that the income received in Italy is subject to taxation in the country of origin.

The translator must promptly notify any changes in his or her tax and social security position as indicated in point 1.

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

10. Jurisdiction

This contract is governed by Italian law.

All disputes arising in connection with the interpretation or execution of the contract shall fall under the exclusive jurisdiction of the Court of Perugia.

11. Terms of acceptance

The signing of this contract is a prerequisite for the establishment of a supply relationship. This contract shall be deemed to have been accepted upon confirmation by e-mail of the first assignment received from the project manager.

Failure to comply with one of the points above will be cause for termination of the supply contract between the translator and Nexo Corporation.