FACILITATION AGREEMENT

Translin LLP provides a real-time service and facilitation platform that brings together buyers and sellers of professional human interpreting services for spoken text. It is essential to Translin LLP that its clients know what to expect, and its interpreters know what to deliver. This facilitation agreement ("**Agreement**") (as amended by Translin LLP from time to time) applies to the relationship between the Client and Translin LLP.

DEFINITIONS

"**Client**" means the buyer of the Interpreting Service using the Translin Platform.

"**Interpreter**" means the seller of the Interpreting Service using the Translin Platform.

"**Interpreting Service**" means the live oral translation service by the Interpreter to the Client via the Translin Platform.

"**Partner**" means any person who has been admitted from time to time as a partner of Translin LLP in accordance with Translin LLP's limited liability partnership agreement.

"**Scheduled Time**" means the date and time agreed by both the Interpreter and the Client for the commencement of the Interpreting Service.

"**Site**" means the website providing the interpreting service platform hosted by Translin LLP.

"**Translin**" means Translin LLP, a limited liability partnership registered in Singapore under T14LL1913K.

"**Translin Client Account**" means the Client's registered account on the Site.

"**Translin Platform**" means the web based interpreting service platform provided by Translin.

"**Translin Registration Period**" means the period between the opening of the Translin Interpreter Account and the date falling twelve months after the Translin Interpreter Account is terminated.

"**Translin Service**" includes the provision of the Translin Platform and the service of matching Interpreters and Clients.

1. SERVICES

The Client agrees that the Interpreter is providing the Interpreting Service directly to the Client and not as an agent, employee or sub-contractor of Translin. The Client acknowledges and agrees that Translin does not provide the Interpreting Service to the Client. Translin's role is solely to provide the Translin Service.

2. HOW SERVICE WORKS

When the Client submits a request (the "**Request**") for Interpreting Services on the Site, the Translin Service will assign an Interpreter to the Client within 24 hours, who may make an offer for the provision of Interpreting Service. The Client may then decide whether to accept the Interpreter's offer.

3. INTERPRETER NOT AN EMPLOYEE

The Client acknowledges that the Interpreter is and will at all times remain an independent provider of interpreting services, and is not an employee, agent or sub-contractor of Translin.

4. FACILITATION FEE

The Client acknowledges that in consideration of the Translin Service, the Client shall pay to Translin a fee (the "**Facilitation Fee**") calculated at rates determined by Translin from time to time as published on the Site.

5. PAYMENT AND CURRENCY

5.1. Upon completion of the Interpreting Service, Translin will issue an invoice to the Client on behalf of itself and the Interpreter.

5.2. All payments by the Client shall be made by credit card payment in accordance with the procedures as published on the Site. If for any reason whatsoever such credit card payment has not been completed or is later reversed, the Client shall pay to Translin by the date (the "**Due Date**") falling 10 days after the date of invoice issued by Translin and shall be made without deduction or set-off of bank or other charges. Where the Client is by applicable law required to make a deduction or withholding, it shall increase (gros up) the amount of the payment such that Translin receives payment as if no deduction or withholding was required.

5.3. Any fee unpaid by the Client after the Due Date shall accrue interest at the rate of 1% percent per month, compounded monthly or at the maximum lawful rate, whichever is less, from the Due Date until payment is received by Translin.

5.4. All invoices and payments must be made in Euro or such other currency as may be published on the Site from time to time unless otherwise agreed in writing between Translin and the Client

6. CANCELLATION AND RESCHEDULING

6.1. The Client may without charge cancel or reschedule any accepted Interpreting Service provided the cancellation or rescheduling request has been received by Translin by email not less than 24 hours before the Scheduled Time.

6.2. If the Client (i) cancels or reschedules any accepted Interpreting Service at a time 24 hours or less than 24 hours before the Scheduled Time, or (ii) the Client does not appear on the Translin Platform to receive the Interpreting Service at the Scheduled Time without having cancelled or rescheduled the

same at least 24 hours before the Scheduled Time (no–show), the Client will be liable to pay to Translin a cancellation fee of Euro 25 (exclusive of GST). The cancellation fee shall be paid in the manner set out in paragraph 5 above and the Client hereby expressly consents to Translin charging the same to the Client's credit card.

6.3. If on rescheduling the Interpreter is no longer available for the full revised period, another Interpreter may be assigned to the Client.

6.4. The Client agrees and declares that the cancellation fee set out in paragraph 6.2 is deemed earned by Translin and a genuine pre-estimate of the loss Translin may suffer as a result of such cancellation, rescheduling or no-show, and hence not a penalty.

7. NON-COMPETE

The Client acknowledges the value of the Client relationship to Translin which is proprietary to Translin. The Client shall not contact an Interpreter for any purpose other than the purpose of receiving the Interpreting Service. The Client shall refrain from accepting or procuring any other interpreting services from any Interpreter and by-passing in any way the Translin Service in order to circumvent the obligation to pay any fees related to the Translin Service.

8. LIMITATION OF LIABILITY

8.1. Translin will make all commercially reasonable effort to keep the Translin Platform available for its intended use but makes no representation or warranty in relation to the Interpreter, the Interpreting Service, the Translin Platform or the Translin Service and in particular accepts no liability of any kind to the Client or the Interpreter, including for any kind of loss (consequential or otherwise), missed opportunity, benefit or income, or any delay or damage, arising from the Translin Platform, the Translin Service, the Interpreter or the Interpreting Service not being available or any technical or other default in the Translin Platform or any Interpreting Service provided or intended to be provided by an Interpreter to a Client.

8.2. In no event shall Translin's aggregate liability to the Client or to any third party for any and all claims arising out of or in connection with the Translin Platform or Translin Service, exceed the total sum paid by the Client to Translin for the corresponding Interpreting Service provided.

8.3. The Client chooses to use the Translin Service at its sole risk. The Client acknowledges and agrees that Translin does not have any obligation to conduct background checks, including professional credentials and qualifications, on any Interpreter or Client, but may conduct such background checks in its sole discretion. The Translin Service is provided "as is", without warranty of any kind, either express or implied. Without limiting the foregoing, Translin explicitly disclaims any warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement, and any warranties arising out of course of dealing or usage of trade.

8.4. Translin does not warrant that the Translin Platform will operate error-free or that the Translin Platform and its server are free of viruses or other harmful mechanisms or cannot be the subject of cyber crime, nor that any defects will be corrected.

8.5. The limitation of liability shall apply also to any action or omission, and by way a third party stipulation is also for the benefit of, any Partners, directors, officers, employees, agents, sub-contractors or advisers of Translin.

9. DATA PROTECTION AND PRIVACY

Translin is committed to ensuring that the Client's privacy is adequately protected and for that purpose applies a Client Privacy Policy. Information provided by the Client by which the Client can be identified when using the Translin Service will only be used by Translin in accordance with the terms of the Client Privacy Policy which shall form an integral part of this Agreement.

10. TERMINATION AND TRANSLIN CLIENT ACCOUNT DEACTIVATION

Translin may, in its discretion and without liability to the Client, with or without cause, with or without prior notice and at any time deactivate or cancel the Translin Client Account.

11. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is exclusively governed by the laws of the Republic of Singapore. Any dispute arising out of or in connection with the legal and contractual relationship between Translin and the Client, including any disputes regarding its existence, validity or termination, shall be settled by the Courts in Singapore which shall have exclusive jurisdiction.

12. FORCE MAJEURE

Translin shall not be deemed to be in default of this Agreement or liable for any failure in performance resulting from acts or events beyond its reasonable control, such as acts of God, strikes, equipment or device failure or inadequacy or incompatibility, communications failure, inability to access the web, incompatibility of hardware or software or any person's failure to meet or exceed required professional or technical parameters or the Interpreter being ill or otherwise incapacitated at the Scheduled Time.

13. SEVERABILITY

This Agreement is intended to govern the contractual relationship between Translin and the Client to the extent permitted by all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement or the application thereof to any person or circumstances shall, for any reason or to any extent, be invalid or unenforceable, the remainder of the provisions of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby.

14. WAIVER

The failure of Translin to enforce any right or provision in this Agreement will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if it is given in writing and signed by a duly authorised representative of Translin.

15. ASSIGNMENT

Translin is expressly permitted to assign in whole or in part the benefit and/or burden of this Services Agreement (including any client relationship and Client Account) to any of its affiliates from time to time or to any third party acquiring directly or indirectly any interest in the Translin Platform or providing any funding to Translin or any of its affiliates.

CLIENT PRIVACY POLICY

1. WHAT TRANSLIN COLLECTS

1.1. When the Client orders or registers as a client with Translin, the information Translin collects (the "**Client Information**") is:

- Name

- Company name (if applicable)

- Contact information (address, email address, mobile details etc)

1.2. By providing the Client Information, the Client is giving its consent to Translin for Translin to collect and use the Client Information for purposes arising from and/or relating to contacting the Client to confirm a booking with an Interpreter, sending the Client a link to the Translin Platform and conducting a background check on the Client.

1.3. Translin does not share any of the Client Information with third parties except to the extent necessary for the provision of the Translin Service or as mandated by law or as directed by any competent court.

2. COOKIES

2.1. A cookie is a small file that, with the Client's permission, is placed on the Client's computer's hard drive. Cookies help analyse web traffic or let the Client know when the Client visits a particular site. They allow web applications to respond to the Client as an individual, and their operations can then be tailored to the Client's needs, likes and dislikes by gathering and remembering information about the Client's preferences.

2.2. Overall, cookies help Translin provide the Client with a better service. A cookie in no way gives Translin access to the Client's computer or any information about the Client, other than the data the Client chooses to share with Translin.

2.3. The Client can choose to accept or decline cookies. Most web browsers automatically accept cookies, but the Client can usually modify its browser setting to decline cookies if it prefers. This may prevent the Client from taking full advantage of the Site.

3. **DATA PROTECTION**

3.1. Translin is committed to ensuring that the Client Information is secure.

3.2. To prevent unauthorised access, maintain data accuracy and ensure the correct use of information, Translin has put in place appropriate physical, electronic and managerial procedures to safeguard and secure the information Translin collects online. However, since the transmission of data or information over the internet or other publicly accessible networks is not secure, and is subject to possible loss, Translin does not accept any liability for any damage the Client may experience or costs the Client may incur as a result of transmissions to and from Translin.

3.3. While Translin takes all commercially reasonable efforts to safeguard the privacy of the Client Information and treats such information in accordance with this Privacy Policy, under no circumstances will the Client Information be deemed confidential, create any fiduciary obligations to the Client on Translin's part or result in any liability to the Client on Translin's part in the event that such information is inadvertently released by Translin or accessed by third parties without Translin's consent.

3.4. Translin and its Partners, employees and agents will not be liable in respect of any claims or proceedings which arise out of the use or dissemination of personal information relating to the Client, as set out in this Privacy Policy.