

SERVICES 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 services agreement ("**Agreement**") (as amended by Translin LLP from time to time) applies to the relationship between the Interpreter 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.

"**Interpreter Fees**" means the amount payable to the Interpreter by the Client for the Interpreting Service.

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

"**Interpreting Agreement**" means the agreement in the Schedule governing the relationship between the Interpreter and the Client.

"**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 Interpreter Account**" means the Interpreter'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 Interpreter agrees that he/she is providing the Interpreting Service directly to the Client and not as an agent, employee or sub-contractor of Translin. The Interpreter 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. AGENCY

The Interpreter hereby authorises and appoints Translin as his/her agent to make an offer to the Client on his/her behalf on the terms of the Interpreting Agreement in the Schedule hereto.

3. HOW SERVICE WORKS

- 3.1. When the Interpreter receives from Translin a request submitted by a Client (the "**Request**") for Interpreting Services, the Interpreter may either accept or reject the Request within 24 hours of the Client's Request submission. If the Interpreter does not confirm acceptance of the Request within said 24 hours the Request is deemed rejected.
- 3.2. If the Interpreter is assigned to the Request, Translin will make an offer to the Client on the Interpreter's behalf on the terms of the Interpreting Agreement.
- 3.3. Upon the Client's acceptance of the offer, the Interpreter warrants that he/she will be available to provide the Interpreting Service to the Client at the Scheduled Time for the entire maximum estimated duration stated in the Request.
- 3.4. The Interpreter will also use his/her best efforts to be available for a reasonable period beyond the maximum estimated duration stated in the Request where the Client so requests during the Interpreting Service.

4. QUALIFICATION OF INTERPRETERS

The Interpreter may accept or reject a Request for Interpreting Service. However, the Interpreter agrees that he/she will not accept a Request for which he/she is not actually qualified (whether or not Translin is aware of this).

5. INTERPRETER NOT AN EMPLOYEE

During the Translin Registration Period or thereafter, 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.

6. PAYMENT; CURRENCY; TAX

- 6.1. The Interpreter authorises Translin to invoice the Client on the Interpreter's behalf and to receive the Interpreter Fees. The Interpreter acknowledges that Translin is merely a conduit for payment from the Client to the Interpreter for such Interpreter Fees and that Translin shall not be responsible for paying the Interpreter Fees to the Interpreter unless and until Translin receives payment of the same from the Client for Interpreting Services actually performed by the Interpreter.
- 6.2. Within 7 to 8 business days of having completed the Interpreting Service, the Interpreter can request payment from Translin using the payment request feature on the Site. Upon completion of the request, Translin shall within 10 business days of actual receipt of payment for the Interpreting Services from the Client, pay the Interpreter the amount due to him/her, subject to any charges or withholding in accordance with paragraph 6.

- 6.3. All invoices and payments are made in Euros or such other currency as may be stated on the Site from time to time. Any bank charges and conversion cost to the currency of the Interpreter's home jurisdiction and any related currency exposure shall be borne entirely by the Interpreter. The Interpreter hereby expressly authorises Translin to withhold any such charges from any payment due to him/her.
- 6.4. The Interpreter understands and agrees that he/she is solely responsible for determining his/her applicable tax reporting and payment requirements in consultation with his/her tax advisors. The Interpreter, as required in the online form for accepting a Request, is responsible to inform Translin of any withholding, value added, sales or similar taxes to which the Interpreting Service may be subject. The Interpreter hereby expressly (i) authorises Translin to withhold any such tax or withholding which Translin may be required to withhold from any payment due to the Interpreter and pay the same to any relevant tax authority, and (ii) indemnifies Translin in relation to any claim that any tax or similar authority may make against Translin in relation to any tax liability on the Interpreting Fees payable to the Interpreter.

7. FACILITATION FEE

The Interpreter 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.

8. INTERPRETER CREDENTIALS

- 8.1. The Interpreter acknowledges the importance to Translin, the Client and other Interpreters that the Interpreter is a qualified interpreter. The Interpreter agrees to provide to Translin accurate, current and complete information when registering on the Site, including all professional credentials and qualifications, and to update such information to keep it accurate, current and complete. The Interpreter expressly authorises Translin to validate and verify his/her credentials including with interpreter accreditation and registration organisations in his/her jurisdiction. Translin may accept or refuse an Interpreter or terminate the Translin Interpreter Account at any time and at its sole discretion.
- 8.2. The Interpreter warrants and represents to Translin that he/she is competent and qualified to provide any Interpreting Service he/she agrees to undertake for any Client...

9. CANCELLATION AND RESCHEDULING

- 9.1. The Interpreter cannot cancel or reduce his/her availability within 48 hours of the Scheduled Time unless the Interpreter is indisposed due to sudden illness or otherwise incapacitated. In such event the Interpreter shall use his/her best endeavours to immediately inform Translin by email. In the event that the Interpreter does not appear on the Translin Platform to provide the Interpreting Service at the Scheduled Time without prior cancellation or rescheduling, Translin reserves the right to limit the Interpreter's future access to the Translin Service.
- 9.2. The Client may without charge cancel or reschedule any accepted Interpreting Service not less than 24 hours before the Scheduled Time. If on rescheduling by the Client, the Interpreter is no longer available for the full revised period, the accepted Interpreting Service may be awarded to another Interpreter. Any cancellation, rescheduling or no-show by the Client will not entitle the Interpreter to any payment or compensation for services not actually provided to the Client. The Interpreter shall not be entitled to

claim any Interpreter Fees or any compensation for any loss for any cancellation, rescheduling or no-show.

10. REGISTRATION FEES IN THE FUTURE

Translin does not currently charge the Interpreter registration fees. However, the Interpreter acknowledges and agrees that Translin reserves the right, in its sole discretion, to charge the Interpreter for and collect fees from the Interpreter for the Interpreter's registration. Translin will give prior notice to the Interpreter of any requirement of registration fees and state the date such fees will become applicable. Unless the Interpreter has terminated his/her account with Translin prior to the date any registration fees become applicable, he/she shall be deemed to have accepted the registration fees and shall pay the same on invoice.

11. NON-COMPETE AND NON-SOLICITATION

11.1. The Interpreter acknowledges the value of the Client relationship to Translin which is proprietary to Translin. The Interpreter shall not contact a Client for any purpose other than through the Translin Platform and solely for the purpose of providing the Interpreting Service. During the Translin Registration Period, the Interpreter shall refrain from directly or indirectly competing with Translin and from offering to, accepting from or conducting any other interpreting services for Clients and by-passing in any way the Translin Service in order to circumvent any obligation to pay any fees related to the Translin Service.

11.2. The Interpreter shall not recruit or otherwise solicit any other Interpreter to join third party services or websites that are competitive to Translin, without Translin's prior written approval.

12. LIMITATION OF LIABILITY

12.1. The Interpreter is solely responsible for the quality of the Interpreting Service provided to the Client and indemnifies and holds harmless Translin and its Partners, directors, officers and employees against any claim from any Client in relation to the Interpreting Services. 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 or the Translin Platform or Translin Service and 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 Service or the Translin Platform not being available or any technical or other default in the Translin Service or Translin Platform or any Interpreting Service provided or intended to be provided by an Interpreter to a Client.

12.2. In no event shall Translin's aggregate liability to the Interpreter or to any third party for any and all claims arising out of or in connection with the Translin Platform or Translin Service pursuant to each individual Request exceed the total sum paid by the Client to Translin for the corresponding Interpreting Service provided or intended to be provided in relation to the relevant Request.

12.3. The Interpreter chooses to use the Translin Service at his/her sole risk. The Interpreter acknowledges and agrees that Translin does not have any obligation to conduct background checks 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.

12.4. 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.

12.5. 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.

13. DATA PROTECTION AND PRIVACY

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

14. TERMINATION AND TRANSLIN INTERPRETER ACCOUNT DEACTIVATION

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

15. 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 Interpreter, including any disputes regarding its existence, validity or termination, shall be settled by the Courts in Singapore which shall have exclusive jurisdiction.

16. 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.

17. SEVERABILITY

This Agreement is intended to govern the contractual relationship between Translin and the Interpreter 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.

18. 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.

19. INDEMNITY

The Interpreter shall indemnify, defend, and hold harmless Translin, its owners, Partners, officers, employees, contractors, representatives, agents, and successors and assigns from and against any and all losses, damages, costs and expenses, including legal fees, resulting from, arising out of or incident to any suit, claim or demand based on the adherence to this Agreement including the Interpreting Agreement by the Interpreter.

20. ASSIGNMENT

Translin is expressly permitted to assign in whole or in part the benefit and/or burden of this Services Agreement (including any relationship with the Interpreter and his/her Translin Interpreter 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.

INTERPRETER PRIVACY POLICY

1. WHAT TRANSLIN COLLECTS

- 1.1. When the Interpreter orders or registers as an interpreter with Translin, the information Translin collects (the "**Interpreter Information**") is:
- Name
 - Company name (if applicable)
 - Contact information (address, email address, mobile details etc)
 - VAT number (if applicable)
 - Nationality
 - Years of professional experience
 - Professional and educational background
 - Language pair
 - Availability
 - Resume and References
- 1.2. By providing the Interpreter Information, the Interpreter is giving his/her consent to Translin for Translin to collect and use the Interpreter Information for purposes arising from and/or relating to notifying the Interpreter of a Request, sending the Interpreter a link to the Translin Platform and validating and verifying the Interpreter's professional credentials.
- 1.3. Translin does not share any of the Interpreter 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 Interpreter's permission, is placed on the Interpreter's computer's hard drive. Cookies help analyse web traffic or let the Interpreter know when the Interpreter visits a particular site. They allow web applications to respond to the Interpreter as an individual, and their operations can then be tailored to the Interpreter's needs, likes and dislikes by gathering and remembering information about the Interpreter's preferences.
- 2.2. Overall, cookies help Translin provide a better service. A cookie in no way gives Translin access to the Interpreter's computer or any information about the Interpreter, other than the data the Interpreter chooses to share with Translin.

- 2.3. The Interpreter can choose to accept or decline cookies. Most web browsers automatically accept cookies, but the Interpreter can usually modify his/her browser setting to decline cookies if he/she prefers. This may prevent the Interpreter from taking full advantage of the Site.

3. DATA PROTECTION

- 3.1. Translin is committed to ensuring that the Interpreter 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 Interpreter may experience or costs the Interpreter 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 Interpreter Information and treats such information in accordance with this Privacy Policy, under no circumstances will the Interpreter Information be deemed confidential, create any fiduciary obligations to the Interpreter on Translin's part or result in any liability to the Interpreter 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 Interpreter, as set out in this Privacy Policy.

INTERPRETING AGREEMENT

This interpreting agreement ("**Interpreting Agreement**") applies to the relationship between the Interpreter and the Client.

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.

"**Interpreter Fees**" means the amount payable to the Interpreter by the Client for the Interpreting Service.

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

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

1. STANDARD OF SKILL AND CARE

- 1.1. The Interpreter shall use reasonable diligence, skill and care, in accordance with industry standards and the terms of this Interpreting Agreement, in providing the Interpreting Service to the Client.
- 1.2. The Interpreter warrants to the Client that he/she is competent and qualified to provide any Interpreting Service he/she agrees to undertake for any Client.

2. PAYMENT AND CURRENCY

- 2.1. Upon completion of the Interpreting Service, Translin will issue an invoice to the Client on behalf of the Interpreter.
- 2.2. The Client is liable to the Interpreter for Interpreter Fees in consideration of the Interpreter providing the Interpreting Service at rates determined by Translin from time to time as published on the Site.
- 2.3. 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.

- 2.4. 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.
- 2.5. All invoices and payments are made in Euros or such other currency as may be stated on the Site from time to time.

3. CANCELLATION AND RESCHEDULING

- 3.1. The Client may without charge cancel or reschedule any accepted Interpreting Service not less than 24 hours before the Scheduled Time.
- 3.2. If on rescheduling the Interpreter is no longer available for the full revised period, another Interpreter may be assigned to the Client.
- 3.3. Any cancellation or rescheduling by the Client whether in accordance with this clause 3 or otherwise will not entitle the Interpreter to payment or compensation for services not actually provided to the Client. The Interpreter shall not be entitled to claim any Interpreter Fees or any compensation for any loss for any cancellation or rescheduling.

4. CONFIDENTIALITY

- 4.1. The Interpreter acknowledges that he/she may receive confidential information from either the Client or any of its counter parties, customers or clients and that maintaining such confidentiality is essential. The Interpreter will at all times comply with all applicable law and professional rules of conduct relating to confidential, sensitive, and unpublished client, trade or other proprietary information including the identity of the Client and its counter parties and content or material relating to the Interpreting Service ("**Confidential Information**") and expressly agrees that all work shall be carried out under the confidentiality and non-disclosure provisions set out in this clause.
- 4.2. The Interpreter shall hold and maintain Confidential Information in the strictest confidence for the sole and exclusive benefit of the Client. The Interpreter shall not, without the prior written approval of the Client, use for the Interpreter's own benefit, publish, copy or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Client, any Confidential Information. The Interpreter shall immediately return to the Client any and all records, notes and other written, printed or tangible materials in his/her possession pertaining to Confidential Information if the Client so requests in writing.
- 4.3. These confidentiality and non-disclosure provisions shall continue to apply, and the Interpreter's duties shall remain in effect after completion of the Interpreting Service until such time as the information no longer qualifies as Confidential Information.
- 4.4. The Interpreter's obligations under this clause do not extend to information: (a) that is publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Interpreter; (b) that becomes known by the Interpreter through legitimate means other than from the Client or any of its counterparties or their representatives; or (c) is disclosed by the Interpreter with the Client's prior written approval or as required by law.
- 4.5. The provisions of this clause are also made for the benefit of the Client as a third party provision.

5. GOVERNING LAW AND DISPUTE RESOLUTION

This Interpreting 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 the Client and the Interpreter, including any disputes regarding its existence, validity or termination, shall be settled by the Courts in Singapore which shall have exclusive jurisdiction.

6. FORCE MAJEURE

The Interpreter shall not be deemed to be in default of this Interpreting Agreement or liable for any failure in performance resulting from acts or events beyond his/her 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.

7. SEVERABILITY

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

8. WAIVER

The failure of either the Interpreter or the Client to enforce any right or provision in this Interpreting 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 the Interpreter or the Client themselves.