

General Terms and Conditions for collaboration between intellitext SprachenService and Freelancers

1. Application

These General Terms and Conditions apply to all stages of an order with freelancers. By accepting an order, a contract for work and services is concluded between the freelancer (the Contractor) and intellitext SprachenService (the Client).

2. Conclusion of the contract

The Client may also issue orders to the Contractor by email – in text form (section 126 b of the German Civil Code). In this case, the Contractor is obliged to answer the Client's email immediately by email, expressly informing the Client whether he/she accepts the order. For security reasons, this communication between the Client and the Contractor will exclusively use email addresses which are determined in advance; other email addresses may not be used for this purpose. If the Contractor accepts the Client's order in this way, the contract for work and services is concluded and is effective in law.

3. Description of the work and services

The job description is an integral part of the contract for work and services and defines the scope of the work and services required for the relevant order. The Contractor is obliged to execute orders in a professional manner and exactly in accordance with the Client's instructions; when executing the translation, the Contractor is also obliged to follow any information and reference material supplied to him/her relating to the translation and formatting.

4. Data and files

At the same time as the translation or other work is sent to the Client, the Contractor will also send any translation memory files, terminology and other data relating to the order and created during the execution of the order.

5. Copyright

No copyright arises from the performance of the contract for work and services. In so far as copyrights should arise for other reasons, all rights of use to such copyrights will be transferred in full to the Client; payment of the Contractor's invoice by the Client also constitutes the full and final payment for such transfer.

6. Obligations of information and cooperation

The Contractor must inform the Client immediately of any lack of clarity or problems, particularly those relating to the understanding of the content or the delivery dead-line as soon as such lack of clarity or problems become apparent during the execution of the order.

7. Late delivery

If the Contractor fails to comply with the agreed delivery time and date, the Client is entitled to reduce the fee, withdraw from the contract, refuse to accept the finished work or claim compensation. However, the Contractor is free to demonstrate that he/she is not responsible for the late delivery.

8. Faults

The Contractor will execute the work and services under the contract in such a way that they are free from faults, particularly faults relating to factual accuracy, style and grammar; the work and services will also be true to the original text. If faults should occur, the Contractor has the right to correct the text at his/her own expense within a customary time period to be agreed with the Con-

tractor. If correction is not possible within this period for reasons of time or any other reasons, the Client is entitled to establish the required quality himself/herself at the Contractor's expense.

9. Confidentiality / data protection

The Contractor undertakes to maintain confidentiality on the information which comes to his/her knowledge as a result of the execution of the order. The Contractor must particularly undertake all technical and organisational measures needed to protect unauthorised persons from gaining access to his/her data-processing equipment and to protect our customers' data from unauthorised copying, alteration, deletion or accidental loss; the Contractor must also prevent such data from being read by unauthorised persons.

10. Customer protection

The Contractor undertakes to grant absolute customer protection. He/she will not approach the Client's customers either directly or via third parties. If the Contractor should infringe this obligation, compensation will be due in the amount of a non-recurring sum equal to 50% of the net turnover with this customer in the current and previous calendar year. The Contractor has the right to demonstrate that the loss is materially less or that no loss at all has been incurred. The Client reserves the right to assert specific claims for compensation which will be offset against the non-recurring sum paid by the Contractor.

11. Customer contact

Direct contact by the Contractor with the Client's customer in the context of the execution of the order is only permitted with the Client's prior consent. In the event of infringement(s) of this provision, Clause 10 applies correspondingly.

12. Remuneration

In so far as the agreed work or service was executed without faults and on time, the fee agreed in the order will, after a proper invoice has been issued by the Contractor to the Client, be paid at the end of the month following the month in which the invoice is received. The invoice must comply with § 14 of the German Value Added Tax Act.

13. Taxes and social security contributions

The Contractor is obliged and is personally responsible to pay tax in the proper manner on the remuneration he/she receives as income from freelance employment and, when applicable, to bear any contributions to social security arrangements him/herself and to pay such contributions.

14. Liability

The Contractor is liable for all losses arising from any breach of the contractual or professional duty of care which he/she must exercise.

Revision of the translations by the Client for accuracy as part of a Quality Assurance process does not release the Contractor from his/her liability. The Contractor is obliged to conclude a suitable professional liability insurance policy (minimum cover € 50,000.00) at his/her own expense and to show proof of this if so required. The Contractor is only released from the obligation of concluding a professional liability insurance policy if he/she can demonstrate that he/she is unable to conclude such a policy at a reasonable premium.

15. Legal validity, place of jurisdiction, place of performance

German law applies to the order and the contractual relationship. The place of jurisdiction and place of performance is Würzburg.

16. Separability clause

If one or more provisions of the contract concluded between the Client and the Contractor should be or become invalid, the other provisions of the contract remain valid. In lieu of the invalid provision the parties will agree a provision which comes closest in its financial effects to the invalid provision but in a manner which is admissible in law.

Würzburg, 1st June 2009