

General Terms and Conditions of Business (GTCB) for External Partners (XP) of SwissGlobal Language Services AG and its subsidiaries SemioticTransfer AG and Panalingua GmbH (hereinafter 'the companies in the SwissGlobal family')

1. Scope

- 1.1. These GTCB apply to all contractual relationships with XPs concerning translations, revisions, text services and interpreting. Any deviating terms and conditions of XPs will not be accepted. We hereby expressly object to any corresponding reference by XPs in any form.
- 1.2. XP refers to the following service providers: Translators, interpreters, proofreaders, editors, revisers, copywriters as well as DTP services, translation offices and agencies.

2. Conclusion of the contract

- 2.1. The companies in the SwissGlobal family offer their available jobs (translations, revisions, proofreading etc.) on the XP portal (<https://portal.swissglobal.ch>). In exceptional cases, orders are placed by e-mail or telephone. The XP receives an account with which he can log into the XP portal and book jobs. The acceptance of a job at the corresponding conditions is effected as soon as the job is booked and one of the companies in the SwissGlobal family is automatically notified by e-mail.
- 2.2. By accepting a job, the XP accepts these GTCB, which are valid and can be downloaded from the XP portal.
- 2.3. The companies in the SwissGlobal family reserve the right to remove the XP from any jobs booked by him, without giving reasons.

3. Duties of the XP in general

3.1. Non-disclosure

The XP may receive confidential information provided by a company in the SwissGlobal family in connection with an order. Confidential information is subject to a duty of non-disclosure.

Confidential information for the purposes of these GTCB is defined as:

- all information transmitted orally, in writing or by other means in connection with job assignments (e.g. all written texts, oral information, notes, documents, analyses, studies, presentations, computer programs and tools);
- any form of expertise in the field of the project, for example the product strategy, product planning, product development, product design, technical properties, costs, prices, clients, financing, marketing, operational methods or intellectual property (patents, designs, brands and copyrights);

Furthermore, translation memories and other tools issued by a company in the SwissGlobal family (which are confidential information and the intellectual property of the companies in the SwissGlobal family) are not to be passed on and not used for purposes other than the execution of the respective assignment; confidential information is not to be used to produce one's own translation memory or other technical tools.

The XP undertakes:

- to keep confidential information secret;

- to use it solely for the purposes of the assigned job;
- not to use it commercially;
- not to make it the subject of intellectual property rights (by patenting it, etc.);
- to make confidential information accessible solely to those managers and employees who need it in order to perform the assignment, and only to the extent absolutely necessary. The recipients must furthermore be bound by contractual or legal obligations of non-disclosure that are at least as strict as the conditions set out herein;
- upon completion of the project, on request from any of the companies in the SwissGlobal family, to destroy immediately any confidential information and all copies of it that had been received for the purposes of the contract, and to inform the companies in the SwissGlobal family that it has been destroyed.

The XP may disclose the confidential information to third parties only when and to the extent required by law, for example to comply with a court order. In such a case the XP shall promptly notify the companies in the SwissGlobal family in writing about the disclosure of the confidential information, so that the companies may take legal action or other measures if necessary.

These confidentiality obligations shall not apply if the XP demonstrates that the corresponding information:

- was already known to the public at the time of disclosure;
- became known to the public after the disclosure, except for information which was made known by a breach of this Agreement or through a breach of contract by a third party;
- was already in the XP's rightful possession at the time of disclosure, and was not directly or indirectly obtained from any of the companies in the SwissGlobal family or from a third party through another confidentiality agreement concluded with the Disclosing Party;
- was independently developed by the XP without the use of the confidential information received under these GTCB.

The duty of confidentiality extends with retroactive effect to the first time the confidential information is disclosed by one of the companies in the SwissGlobal family, and applies to the confidential information for an unlimited period of time.

- 3.2. By signing the contract, the XP commits to deliver the job on time and in compliance with the specified conditions. In particular, the following must be observed:
 - Compliance with the briefing and other instructions in the job properties

- Compliance with the Client's terminology, where applicable
 - Compliance with country-specific language peculiarities (style guide etc.)
 - Preserving the file format and the formatting of the source document
 - Use of the required CAT software, including translation memories (TM), terminology databases (TB) etc.
 - For revisions: use of track changes
- 3.3. The XP is liable for any failure to comply with the specifications of companies in the SwissGlobal family when issued with an order. Consequences can be the revision of the delivered order or a fee reduction.
- 3.4. The XP is obliged to carry out the job personally and to use the tools necessary to carry it out, such as specific software (e.g. SDL Trados).
- 3.5. The XP has to change the password for his login after receipt and has to keep it together with the user name carefully and safe from access by third parties. He is liable for bookings made with his login. He must also ensure that his computer has a firewall, security patches for the operating system and an anti-virus software in place, activated and at all times updated.
- 3.6. In special cases, the companies in the SwissGlobal family can request machine translations, for which the use of appropriate tools (e.g. DeepL Pro) is necessary. It should be noted in particular that such translations may only be made with the explicit consent or request of the companies in the SwissGlobal family or the Client. All other orders for which it can be proven that machine translation has been used will be automatically rejected.
- 3.7. If the quality of the source text turns out to be poor after the job has been accepted, project management must be informed immediately so that further action can be discussed or the Client can be contacted.
- 3.8. The XP must also report without delay any other circumstances that might threaten the appropriate or timely execution of the job so that a punctual delivery to the Client can still be guaranteed.
- 3.9. Translations as well as revisions etc. are verified internally and finally evaluated according to specific criteria defined by the companies in the SwissGlobal family. Insufficient translation quality over several jobs can have the following consequences in particular:
- fee reduction;
 - If applicable: exclusion from the preferred group of linguists;
 - the problematic area of expertise may be blocked in the XP's profile;
 - the XP profile may be deleted from the XP database.
- 3.10. **Timely execution in accordance with the contract:**
If the execution of the job is not started on time or is delayed, and if this leads to such a backlog that it can no longer be expected that the job will be completed in a timely manner, the companies in the SwissGlobal family can withdraw from the contract without

waiting for the delivery date and assign the job to someone else. This means that the fee for the XP who booked the job first is no longer applicable.

- 3.11. **Delivery:**
Final delivery is considered to have been made when the correct document (usually a Trados Studio return package) has been uploaded to the XP portal, the items on the checklist have been carefully checked and ticked off and the job has been completed. In the event of login problems, the job is considered delivered when the correct file (Trados return package or, in special cases, Word, Excel etc.) is received in the electronic inbox of the project management. The time of receipt of the e-mail by the relevant company in the SwissGlobal family is decisive.
- 3.12. **Defects:**
If errors are found during the verification of the job by companies in the SwissGlobal family or their clients, the XP will be informed immediately. By means of a statement by the XP, it is clarified whether the defects are indeed objective defects.
- 3.13. If the completed job contains such significant defects or deviates so much from the assignment that the work is useless for the relevant company in the SwissGlobal family or that it cannot reasonably be expected to be approved, the company in question may reject it and, if the XP is clearly at fault, cancel the fee agreed upon when the job was accepted.
- 3.14. If the defects or the deviations from the contract are less significant, but nevertheless justified, the company in the SwissGlobal family concerned can demand a free correction/revision or, if necessary, reduce the fee agreed upon when the job was accepted.
- 3.15. **Assignment of copyrights:**
The XP assigns all copyrights to the job performed to the relevant company in the SwissGlobal family. The assignment is not compensated separately in addition to the agreed fee but is already included in it.
- 4. Penalty fine and damages**
- 4.1. In the case of an infringement of one of the confidentiality obligations assumed under this declaration, a penalty fine in the amount of CHF 20,000 for each breach of the contract will be due. Any claims for damages are not affected by the penalty fine and may be enforced additionally.
- 4.2. Payment of the penalty fine will not discharge the XP from complying with the confidentiality obligations they have assumed. The companies in the SwissGlobal family shall be entitled to demand at any time that this breach of contract be rectified.
- 4.3. The XP is obliged promptly after enforcement to compensate for any demonstrable damage resulting from any breach of the confidentiality obligations assumed.

5. No-Poaching Agreement

- 5.1. By accepting these GTCB, the XP undertakes not to entice Clients of companies in the SwissGlobal family away at any time – neither before, during nor after the collaboration. In addition, the XP may not work for the Client at the Client's request.

6. Compensation

- 6.1. The fee is based on the amount offered in the job request. The XP may not demand an increase, even if additional work or greater expenses than planned have been incurred. No surcharges will be paid unless they have been agreed in advance in writing with the relevant company in the SwissGlobal family.
- 6.2. XPs can view their jobs at any time on the portal and create collective monthly invoices for all jobs that have the status "Approved" and were completed at least one day before the invoice date. The calculation of the payment period shall follow the following model: "Invoice date" + 20 days. In the event of any irregularities, the XP can send a message including the job number to the relevant company in the SwissGlobal family. The relevant company in the SwissGlobal family will then release the invoice for payment so that the invoice amount is transferred promptly.

7. Settlement and assignment

- 7.1. The XP can only set off undisputed and due claims against the claims of individual companies in the SwissGlobal family.
- 7.2. The assignment of rights under a contract with companies in the SwissGlobal family shall require the consent of the relevant company in the SwissGlobal family in order to be valid.

8. Collateral agreements and contract amendments

- 8.1. Collateral agreements, assurances and other agreements as well as changes and amendments to the contract must be in writing in order to be valid.
- 8.2. E-mails and faxes are also regarded as written form.

9. Partial invalidity/partial voidness

- 9.1. Should one of the provisions mentioned here or in other contracts be or become invalid or void in whole or in part, this shall not affect the effectiveness of the remaining provisions. Instead, the invalid provision would be replaced by a provision that comes as close as possible or corresponds to the purpose of the agreement and to which the two parties would have agreed to in advance if they had been aware of the invalidity of the original provision.

10. Applicable law and place of jurisdiction

- 10.1. The contracts that the companies in the SwissGlobal family conclude are subject exclusively to Swiss law. In particular, in the case of infringement, the Swiss Criminal Code (StGB) shall apply.
- 10.2. For any disputes arising from contractual relationships with companies in the SwissGlobal family, the registered office of the relevant company in the SwissGlobal shall be the place of jurisdiction.