

# SUPPLIER & INVOICING AGREEMENT

BY REGISTERING AS A SUPPLIER WITH LANGUAGEWIRE, YOU AGREE TO ACCEPT THE TERMS OF THIS AGREEMENT. WE THEREFORE ASK YOU TO READ THROUGH THE FOLLOWING TEXT CAREFULLY. If you have any questions regarding the agreement please email us at [supplier@languagewire.com](mailto:supplier@languagewire.com) for clarification or call +45 7023 0044.

## 1. Acceptance of conditions

This Agreement constitutes the general terms and conditions incumbent upon LanguageWire and the Supplier. However, we reserve the right to update and make amendments to the Agreement at any time. You will always be notified of such amendments by email.

## 2. Duty to register

By using LanguageWire's services the Supplier agrees to give true, correct and up-to-date information about himself/herself. If such information is found to be false, incorrect or out of date, LanguageWire may at any time block or discontinue the Supplier's access to LanguageWire's services.

## 3. Privacy

At LanguageWire we value the trust which our suppliers show in us. For this reason, all applications are treated in confidence and in accordance with the Danish Act on Processing of Personal Data. This means that LanguageWire will not and may not pass on suppliers' personal data – from telephone number to VAT number – unless this is directly related to the execution of translation assignments and/or in cases in which LanguageWire is under a legal obligation to do so.

## 4. User name, password

During the registration process at [www.languagewire.com](http://www.languagewire.com), the Supplier is asked to provide a user name and password. The Supplier alone is responsible for keeping his/her password secret and him/herself bears responsibility for all operations performed with the password. The Supplier agrees to inform LanguageWire as soon as possible of any suspected misuse of the password.

## 5. Confidentiality

Information received from a Client or LanguageWire in connection with an assignment or the placing of a bid for an assignment shall be treated as strictly confidential. Documents, reference texts and information may at no time be passed on without the express approval of the Client. Violation of these guidelines will lead to immediate exclusion from LanguageWire and possibly legal proceedings as well.

LanguageWire will in most cases not pass on information from Clients containing personal data to the Supplier. However, in the event that LanguageWire deems passing on Clients'

information containing personal data to be necessary in order for the Supplier to provide the services, the Supplier will be deemed to be a subprocessor on behalf of LanguageWire. The Supplier's processing of such personal data will then be subject to Schedule 1 (Data Processing and Transfer Agreement) included in this Agreement.

## 6. Use and storage

The Supplier accepts that LanguageWire does not assume liability for services that become inaccessible or unusable in the short or long term. It is furthermore accepted that LanguageWire may set up general procedures and limitations in connection with the use of LanguageWire's services. LanguageWire reserves the right to close a Supplier's account if it has been inactive for a long period of time or if the Supplier demonstrates unprofessional conduct.

## 7. Non-competition clause

To maintain a professional relationship, LanguageWire expect LanguageWire's suppliers to abstain from approaching LanguageWire's Clients. If the Supplier already has current and ongoing cooperation with the same Client, this cooperation may continue.

## 8. Termination

The Supplier may at any time terminate his/her relationship with LanguageWire's services by sending an email to [supplier@languagewire.com](mailto:supplier@languagewire.com) specifying which relationship he/she wishes to terminate. Financial data will be stored in accordance with Danish legislation. If the Supplier so wishes, LanguageWire can delete any other personal data from the Supplier's profile, except in cases in which such personal data is necessary for LanguageWire to defend a legal claim or similar, or if LanguageWire is otherwise under an obligation to process such personal data.

The Supplier furthermore accepts that LanguageWire is entitled at any time to exclude the Supplier from LanguageWire's services without prior notice if LanguageWire believes that the Supplier has infringed or acted contrary to LanguageWire's conditions and ethical standards.

## 9. Links and tools

LanguageWire's website contains links and references to other websites and tools. The Supplier accepts that LanguageWire assumes no liability for such external partners' content, advertisements, products and other material. The Supplier furthermore accepts that LanguageWire cannot be held liable for any damage or loss which may arise as a consequence of the Supplier's use of or actions on the strength of the content on such pages.

## 10. Assignment

LanguageWire is entitled at any time to assign its rights and obligations to a third party. The Supplier is obliged to run a Quality Assurance check before delivering a job to LanguageWire.

## 11. Copyright

LanguageWire respects other parties' intellectual copyright and insists on the same ethical conduct by the Supplier.

## 12. Force majeure

Unforeseeable (server) failure, breakdown, fire, water damage, strikes, lockouts, restrictions by public authorities and other similar force majeure events will exempt LanguageWire and its subcontractors from the obligations set out in these conditions to the extent and for the duration of the obstructing event.

## 13. Disputes

Any dispute that may arise in connection with this agreement shall be settled in accordance with the rules for mediation under the Danish Institute of Arbitration (Copenhagen Arbitration). Each Party will appoint an arbitrator, while the umpire of the arbitration tribunal will be appointed by the Danish Institute of Arbitration. In the event that a Party has not appointed its arbitrator within 30 days of having given or received notification of a request for arbitration, such arbitrator shall also be appointed by the Danish Institute of Arbitration in accordance with the aforementioned rules.

## 14. Schedules

Included in this Agreement are the following schedules:

- Schedule 1 (Data Processing and Transfer Agreement) covering the EU GDPR (General Data Protection Regulation) and Data Protection Legislation as defined in Schedule 1 (Data Processing and Transfer Agreement).

# INVOICING AGREEMENT

## 1. Purpose of the invoicing agreement

It is LanguageWire's wish to make the handling of translations easy for all parties. For this reason, the present invoicing agreement serves the purpose of enabling the Supplier to concentrate exclusively on his/her core business (translation, proofreading, text editing, copywriting), while LanguageWire attends to the rest: customer relations, administration, procurement and preparation of assignments/projects, invoicing, etc.

## 2. Sales and delivery conditions

As a Supplier to LanguageWire, you are obliged to work according to this agreement and the Guidelines that you find under your LanguageWire profile. These are intended to ensure fair, consistent treatment of both clients and suppliers of LanguageWire. This agreement clearly shows that the relationship is formed directly between the Supplier and LanguageWire, to enable LanguageWire to deliver the service to the Client.

## 3. Basis for settlement and invoicing

LanguageWire deals with payment and settlement concerning translation assignments, based on the price agreed for each individual assignment. LanguageWire will forward an invoice to the Client and a settlement voucher to the Supplier. The Supplier's administration burden is thereby significantly reduced, since the Supplier avoids having to compile or forward an order confirmation or invoice. The Supplier will receive an order confirmation for each assignment and a total settlement voucher for all assignments carried out up to the monthly settlement and payment transfer date.

## 4. Pricing

Suppliers need only to state their fees excluding VAT after which LanguageWire draws up the order confirmation, invoice and settlement voucher.

## 5. Invoicing

LanguageWire handles all invoicing and settlement and acts as an intermediary. The Supplier is thus responsible for the quality of the translation and compliance with agreed deadlines, unless this can be explicitly assigned to LanguageWire. LanguageWire thus recommends that all of its suppliers take out professional indemnity insurance.

## 6. Payment and settlement

LanguageWire guarantees the Supplier's payment as a service.

All assignments completed between the 16th of the month up to and including the 15th of the following month will be paid from LanguageWire's bank (Denmark) on the 1st of the next month. For example: assignments completed between 16 October and 15 November will be settled on 1 December, equivalent to 30 days' credit on average.

The intention is to reduce the administration burden and transaction costs for all parties.

There are, however, the following exceptions:

- a. If a Client makes a complaint about an assignment, it will not be paid for until the complaint has been resolved and a solution reached (e.g. correction of errors, rejection or acceptance of the assignment as it is).
- b. Should a Client make a complaint after payment has been transferred, LanguageWire may take recourse against the translator if the Client's complaint is proved to be justified and LanguageWire would otherwise incur a loss.

Losses incurred by a Client which are not due to quality issues or related to the Supplier will fall to LanguageWire (e.g. bankruptcy or suspension of payments).

### **7. Settlement in local currency**

All assignments are settled in Euro, but it will be sought to transfer the amount to the Supplier in local currency, if applicable.

LanguageWire will pay on SHA (shared bank transfer fees) terms, which means that each party pays its own bank's charges.

### **8. Right to complain**

If the Supplier discovers discrepancies in connection with a specific assignment, he/she will be obliged to inform LanguageWire of this immediately. This may, for example, concern the size and scope of the assignment, as well as the quality and other conditions which may affect the Supplier's ability to carry out the assignment to a level satisfactory to the Client.

The Client is entitled to lodge a complaint within 14 days from receipt of the translated document, cf. the sales and delivery conditions.

If it is shown that the Client is justified in making a complaint, the Supplier will bear financial responsibility for this.

# Schedule 1 Data Processing and Transfer Agreement

## Introduction to Schedule 1

Main rule – No personal data is included: At the outset, LanguageWire will request its Clients not to include any personal data in the material it receives. However, Clients may forget that personal data is included in the material, or not be aware that personal data is included in the material. In rare situations, the material itself will consist of extensive amounts of personal data.

Exception – personal data is included: As an example, Clients may request translation of CVs, job applications or other HR-related information. In those situations, the material provided by the Client will include extensive amounts of personal data.

In those situations, LanguageWire will be regarded as a data processor on behalf of the Client. When engaging a Supplier as a translator, the Supplier will be regarded as a subprocessor on behalf of LanguageWire. If the Client actively informs LanguageWire that the material contains personal data, LanguageWire will inform the Supplier accordingly. The Supplier may not store any personal data from LanguageWire's clients locally on the Supplier's computer, translation memory or similar for more than 90 days after completion of the job. All processing of personal data, including storing of personal data, must be in accordance with applicable Data Protection Legislation, as this term is defined below in Clause 3 of this Schedule 1.

The EU General Data Protection Regulation ("GDPR") sets out requirements in terms of how and when personal data is processed. This Schedule 1 (Data Processing and Transfer Agreement) sets out the requirements for the Supplier's processing of such personal data.

The purpose of these provisions is to protect the Supplier and LanguageWire from infringement of GDPR.

## 1. Introduction

In accordance with Clause 3 of the Supplier & Invoicing Agreement, the Supplier and LanguageWire (hereinafter the "Parties") have entered into this Data Processing and Transfer Agreement.

During the term of the Supplier & Invoicing Agreement the following terms and conditions will govern the Supplier's processing of personal data, when such personal data is processed by the Supplier. Requirements and obligations under Data Protection Legislation may exceed the terms of the Supplier & Invoicing Agreement; and to avoid any doubt, the Supplier shall remain responsible for complying with relevant requirements and obligations under Data Protection Legislation beyond the term of the Supplier & Invoicing Agreement, for as long as required under Data Protection Legislation.

The terms "personal data", "process/processing", "controller", "processor", "data subject", "technical and organisational measures", "standard contractual clauses", "EU", "EEA" and "personal data breach" as used in this Data Processing and Transfer Agreement shall be understood in accordance with the Data Protection Legislation.

## 2. Scope of the Data Processing and Transfer Agreement

During the term of the Supplier & Invoicing Agreement, the Supplier will be processing personal data on behalf of LanguageWire for the purpose of the provision of LanguageWire's services.

The Supplier agrees not to process any personal data for any other purposes and only in accordance with this Data Processing and Transfer Agreement, unless instructed to do so by LanguageWire in writing.

Depending on the specific assignment, the Supplier will be required to process the following types of personal data under the Data Processing and Transfer Agreement:

- Professional and private contact details such as name, address, phone number and email address;
- Professional and work-related information such as place of work, job title and professional or educational background; and
- Such other types of personal data as are specified in relation to the specific assignment.

Depending on the specific assignment, the personal data will concern the following categories of data subjects:

- Client's current and former employees;
- Client's customers;
- Client's suppliers; and
- Such other categories of data subjects as are specified in relation to the specific assignment.

## 3. Instructions and Security

### Introduction to Clause 3

Clause 3 sets out the overall security requirements that must be in place when a Supplier processes personal data on behalf of LanguageWire.

As a general rule, a Supplier is only entitled to process personal data in accordance with the restrictions and documented instructions provided by LanguageWire. The Supplier must ensure that personal data provided by LanguageWire is appropriately safeguarded in order to prevent its accidental or unlawful destruction, loss or alteration or similar.

If the Supplier represents a translation agency, the Supplier must ensure that its employees have committed themselves to the obligation of confidentiality as set out under the Supplier & Invoicing Agreement

The Supplier shall only process personal data on behalf of LanguageWire, and only on the documented instructions of LanguageWire and solely for the purpose listed above in Clause 2.

LanguageWire retains a general right to issue instructions as to the nature, scope and method of processing of the personal data, which may be supplemented with individual instructions.

The Supplier shall implement appropriate technical and organisational security measures to protect the personal data against accidental or unlawful destruction, loss or alteration, and against unauthorised disclosure, abuse or other processing in violation of the provisions laid down in Directive 95/46 EC of the European Parliament and of the Council and any applicable laws implementing it and/or any later amendments thereof, including the Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing the EU Directive (hereinafter together (referred to as the “Data Protection Legislation”).

The Supplier will ensure that the employees processing personal data on its behalf have committed themselves to the obligation of confidentiality regarding any personal data processed under the Supplier & Invoicing Agreement. The obligation of confidentiality will continue after the termination of the Supplier & Invoicing Agreement.

The Supplier shall maintain documentation of the categories of personal data and the processing thereof. The documentation shall be available to LanguageWire upon written request.

The Supplier shall immediately inform LanguageWire if, in its opinion, an instruction from LanguageWire infringes the Data Protection Legislation.

Upon LanguageWire’s request, the Supplier will complete a security questionnaire submitted by LanguageWire to the Supplier.

Upon LanguageWire’s request, the Supplier will provide full cooperation and assistance in relation to any complaint or request made. Furthermore, within no more than two (2) business days the Supplier will provide LanguageWire with detailed information concerning the current location of any personal data being processed or stored by the Supplier or any of its subprocessors.

If the Supplier is not a single translator, the Supplier must appoint a contact person who may be contacted by LanguageWire regarding the obligations under this Data Processing and Transfer Agreement.



## 4. Subprocessing

### Introduction to Clause 4

Single translators: If the Supplier is a single translator (i.e. not part of an agency or a larger group of translators) that does not use subprocessors (i.e. third parties providing translation services), the following Clause 4 only applies to the Supplier if the Supplier engages a third party to conduct the translations on the Supplier's behalf.

Subprocessors: For agencies that liaise with third party to complete translation tasks, the following Clause 4 applies. Pursuant to Clause 4 below, the agency is not entitled to transfer personal data to another data processor without the prior written consent of LanguageWire. By digitally signing this agreement, LanguageWire has granted the Supplier permission to transfer personal data to a third party, imposing the same obligations on the Supplier as set out in Schedule 1. When an agency subcontracts any processing activities to a third party, the agency may only do so by way of a written agreement which imposes the same obligations towards the agency's subprocessors as set out in this Schedule 1.

This Clause 4 is required under the GDPR and ensures that both the Supplier and LanguageWire comply with the GDPR.

The Supplier shall not subcontract any of its processing operations performed on behalf of LanguageWire to any other data processor (subprocessor) without the prior written consent of LanguageWire.

Where the Supplier subcontracts its obligations, as described above it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the Supplier under this Data Processor and Transfer Agreement. Where the subprocessor fails to fulfil its data protection obligations under such written agreement, the Supplier shall remain fully liable to LanguageWire for the performance of the subprocessor's obligations.

The Supplier may not transfer personal data out of the EU/EEA without the prior written approval of LanguageWire. By digitally signing this Agreement and in addition to the above, LanguageWire consents that personal data may be transferred outside of the EU/EEA provided that information concerning such transfers is made available to LanguageWire upon request and that the Supplier complies with any requirements established by any data protection authority or any other governmental authorities necessary for the granting of approval by such authorities for the transfer of personal data outside of the EU/EEA, including by adherence to the Commission's standard contractual clauses as set out by Commission Decision of 5 February 2010 with later amendments, to the extent applicable.

## 5. Non-EU/EEA Suppliers

### Introduction to Clause 5

Subprocessors located inside the EU/EEA: If the Supplier is located within the EU/EEA, the following Clause 5 does not apply.

Subprocessors located outside the EU/EEA: If the Supplier is located outside the EU/EEA, there are certain steps which must be taken before LanguageWire can provide the Supplier with material which includes personal data. To avoid any doubt, no personal data may be transferred outside of the EU/EEA, including to subprocessors to the Supplier, without an appropriate legal basis for such transfer.

In order to transfer personal data outside the EU/EEA, appropriate legal means for such transfer must be in place. In practice, this means that an agreement based on the European Commission's standard contractual clauses must be entered into between the Supplier as the subprocessor and LanguageWire.

To ensure that this is completed, Clause 5 below grants LanguageWire a right to enter into the European Commission's standard contractual clauses with the relevant Client on behalf of the Supplier as the data processor. LanguageWire will handle all contact with the relevant Client on the Supplier's behalf.

The purpose of this Clause 5 is to protect the Supplier and LanguageWire from infringement of the GDPR.

For Suppliers located outside the EU/EEA, the Supplier grants LanguageWire a general consent, and hereby issues a power of attorney to LanguageWire accordingly, which authorises LanguageWire to at any time enter into the Commission's standard contractual clauses, as set out by Commission Decision of 5 February 2010 with later amendments (the "Standard Contractual Clauses") with LanguageWire's Clients on the Supplier's behalf, in order for the Supplier to receive and process personal data on behalf of LanguageWire.

Furthermore, the Supplier acknowledges that LanguageWire may enforce the Commission's standard contractual clauses directly against the Supplier on behalf of the Client, if necessary.

## 6. Data breach notification

### Introduction to Clause 6

If the Supplier becomes aware of or suspects that any personal data may have been leaked, the Supplier must notify LanguageWire immediately and include the relevant information as set out below. A personal data breach has occurred when a breach of security leads to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data.

The Supplier shall without undue delay, and always within a timeframe allowing LanguageWire to comply with the Data Protection Legislation, notify LanguageWire in writing in the event of any identified or potential breach of personal data processed under the Supplier & Invoicing Agreement. Furthermore, the Supplier shall comply with further instructions on ensuring documentation of (possible) personal data breaches, as well as further instructions from LanguageWire or LanguageWire's Client, as the case may be.

The notification must at least:

- Describe the personal data breach, including the categories and number of data subjects concerned, date and time of the incident, summary of the incident that caused the personal data breach, the categories and number of data records concerned, and the nature and the content of the personal data concerned;
- Describe the circumstances of the personal data breach (e.g. loss, theft, copying);
- Communicate the identity and contact details of the Supplier's data protection officer or other contact point where more information can be obtained;
- Recommend measures to mitigate the possible adverse effects of the personal data breach;
- Describe the likely consequences and potential risk to the data subject due to the personal data breach;
- Describe the measures proposed or taken by the Supplier and/or the subprocessor, as applicable, to address the personal data breach; and
- Include any other information required in order for LanguageWire to comply with the Data Protection Legislation, including duties of notification and disclosure in relation to public authorities.

## 7. Return or deletion of personal data

### Introduction to Clause 7

The Supplier must at all times follow the requirements set out by LanguageWire in terms of return or deletion of personal data.

Following termination of the Supplier & Invoicing Agreement and at LanguageWire's request, the Supplier will (a) destroy, or (b) return to LanguageWire (in a mutually agreed, readily accessible and commercially reasonable file format), all personal data that is in its possession or control.

Upon LanguageWire's request for deletion of personal data, the Supplier will effectively delete the personal data and provide documentation in evidence of the effective deletion of the personal data.

LanguageWire A/S, Frederiksberg, Denmark, 18 April 2018