

General Terms and Conditions of Business (GTCB) for External Providers (XP) of SwissGlobal Language Services AG

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 translation offices and agencies.

2. Conclusion of the contract

- 2.1. SwissGlobal Language Services AG offers its available jobs (translations, revisions, proofreading etc.) on the SwissGlobal XP portal (<https://portal.swissglobal.ch>). In exceptional cases, orders are placed by e-mail or telephone. With the conclusion of the framework agreement, the XP receives a personal 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 SwissGlobal 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. SwissGlobal Language Services AG reserves the right to cancel an XP without giving any reason from jobs booked by him.

3. Duties of the XP in general

- 3.1. 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
 - Compliance with country-specific language peculiarities (style guide etc.)
 - Retention of 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
- 3.2. The XP is liable for non-compliance with the specifications of SwissGlobal Language Services AG when receiving an order. Consequences can be the revision of the delivered order or a fee reduction.
- 3.3. 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).
- 3.4. The XP is obliged to maintain absolute confidentiality of information concerning SwissGlobal Language Services AG or its Clients. Any violation of the confidentiality of information may have consequences under criminal and civil law.
- 3.5. The XP has to change the password for his login after receipt and has to keep it together with the

username 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, SwissGlobal Language Services AG can request machine translations for which the use of appropriate tools (e.g. DeepL) is necessary. It should be noted in particular that such translations may only be made with the explicit consent or request of SwissGlobal Language Services AG or the Client. All other orders for which it can be proven that machine translation has been used will be strictly rejected and returned for revision.
- 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 SwissGlobal Language Services AG. The feedbacks are saved in the XP's profile and queried monthly. In case of an insufficient performance or a feedback average of less than 60%, the respective XPs are contacted directly and asked for a statement, if necessary, also for a revision. Insufficient translation quality over several jobs can have the following consequences in particular:
 - Fee reduction,
 - If applicable: exclusion from the preferred group of linguists,
 - Blocking of the problematic area of expertise in the profile,
 - If available: termination of the framework agreement and deletion of the profile from the SwissGlobal Language Services AG 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 the timely completion of the job can no longer be foreseen, SwissGlobal Language Services AG 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:** The final delivery is considered made when the correct document (usually a Trados Studio return package) has been uploaded to the SwissGlobal XP portal, the items on the checklist have been carefully checked and filled in and the job has been

completed. In the case of login problems, the job is considered delivered when the correct file (Trados return package, in special cases Word, Excel etc.) is received in the electronic inbox of the project management (info@swissglobal.ch). The time of receipt of the e-mail by SwissGlobal Language Services AG is decisive.

3.12. Defects:

If defects are found during the verification of the job by SwissGlobal Language Services AG or its Clients, they will be immediately reported to the XP. 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 SwissGlobal Language Services AG or that it cannot reasonably be expected to be approved, SwissGlobal Language Services AG 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, SwissGlobal Language Services AG 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 SwissGlobal Language Services AG. The assignment is not compensated separately in addition to the agreed fee but is already included in it.

4. No-Poaching Agreement

4.1. By accepting these GTCB, the XP undertakes not to entice Clients of SwissGlobal Language Services AG away at any time – neither before, during or after the collaboration. In addition, the XP may not work for the Client at the Client's request.

5. Duties of SwissGlobal Language Services AG

5.1. Compensation:

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 SwissGlobal Language Services AG.

5.2. XPs who have signed a framework contract with SwissGlobal Language Services AG can view their jobs at any time on the portal and create monthly collective 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 case of any irregularities XPs can send a message including the job number to xp@swissglobal.ch. SwissGlobal Language Services AG then releases the invoice for payment so that the invoice amount is transferred promptly.

6. Settlement and assignment

6.1. The XP can only credit undisputed and due claims against the claims of SwissGlobal Language Services AG.

6.2. The assignment of rights from a contract with SwissGlobal Language Services AG is only valid with the consent of SwissGlobal Language Services AG.

7. Collateral agreements and contract amendments

7.1. Collateral agreements, assurances and other agreements as well as changes and amendments to the contract must be in writing in order to be valid.

7.2. E-mails and faxes are also regarded as written form.

8. Partial invalidity/partial voidness

8.1. 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.

9. Applicable law and place of jurisdiction

9.1. The contracts that SwissGlobal Language Services AG concludes are subject exclusively to Swiss law.

9.2. For any disputes arising from contractual relationships with SwissGlobal Language Services AG, the registered office of SwissGlobal Language Services AG shall be the place of jurisdiction.

SwissGlobal Language Services AG, 2020